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## 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 and Additional Information: includes the certifications and additional information to be provided;   |
| Part 6 | 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 Annexes include the Statement of Work, the Basis of Payment, Insurance Requirements, Mandatory Technical Evaluation Criteria, Financial Evaluation, and Integrity Provisions.

### 1.2 Summary

- 1.2.1 The Department of Fisheries and Oceans, Canadian Coast Guard, Central and Arctic Region requires, on an as and when requested basis, services for assembly, cabling and aerial work to replace antennas and coaxial cables for systems on ships and stations / land bases of the Canadian Coast Guard in the Eastern geographic area of the province of Quebec. Some services may include the provision of installation equipment by the Canadian Coast Guard.

Potential service sites covered by this Regional Individual Standing Offer (RISO) are within the geographic area of the province of Quebec located east of Mont-Rigaud and west of Blanc-Sablon. A concise report for the Department of Fisheries and Oceans will be required for each visit. Assembly and cabling services are mainly required during the replacement of equipment or systems, while aerial work is done on the basis of corrective maintenance needed when there is a breakdown. The period of the standing offer is one (1) year from date of standing offer issuance with four (4) one (1) year option periods.

- 1.2.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

1.2.3 The requirement is limited to Canadian goods and/or services.

### 1.3 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

### 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](#) (2017-04-27) 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: 90 days

#### 2.1.1 SACC Manual Clauses

[M1004T](#) (2016-01-28) Condition of Material – Offer

[M0019T](#) (2007-05-25) Firm Price and/or Rates

### 2.2 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.

### 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? (**Offeror to complete**)

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? (**Offeror to complete**)

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.

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

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

## **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 Quebec.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

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## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

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

Section I: Technical Offer (two (2) hard copies)

Section II: Financial Offer (one (1) hard copy)

Section III: Certifications (one (1) hard copy)

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

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

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

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

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

#### Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work in accordance with Annex D, Mandatory Technical Evaluation Criteria.

#### Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex E, Financial Evaluation.

##### 3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Electronic Payment Instruments, to identify which ones are accepted.

If Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.



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The Offeror accepts to be paid by any of the following Electronic Payment Instrument:

( ) **Direct Deposit (Domestic and International)**

### **Section III: Certifications**

Offerors must submit the certifications and additional information required under Part 5.

## **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**

An offer must comply with the requirements of the Request for Standing Offer and meet all mandatory technical evaluation criteria to be declared responsive. The Offeror must submit the supporting documentation required in accordance with this requirement.

To be declared responsive, an offer must meet all mandatory technical criteria as described at Annex "D" Mandatory Technical Criteria.

#### **4.1.2 Financial Evaluation**

**4.1.2.1** The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included, including option periods.

**4.1.2.2** The Offeror must complete one (1) financial offer.

- a. The Financial Evaluation criteria is described at Annex "E" Financial Evaluation.

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection – Mandatory Criteria Only**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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. Unless specified otherwise, 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.

### 5.1 Certifications Required with the Offer

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### 5.2 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.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **Offeror must complete Annex F – Integrity Provisions – Associated Information Form as follows:**

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

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

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

## 5.2.2 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 ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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.

## 5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

### 5.2.3.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Offeror certifies that: (*Offeror to complete*)

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

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*.

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

### 5.2.3.3 Status and Availability of Resources

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

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

### 5.2.3.4 Workers Compensation Certification- Letter of Good Standing

The Offeror must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Offeror must provide, within thirty (30) days following a request from the Standing Offer Authority, a Certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

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## **PART 6 - INSURANCE REQUIREMENTS**

### **6.1 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 C.

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.

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*The following clauses and conditions apply to and form part of any standing offer resulting from the solicitation.*

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

### **A. STANDING OFFER**

#### **7.1 Offer**

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

#### **7.2 Security Requirements**

There is no security requirement applicable to the 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](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **7.3.2 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 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 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.

The quarterly report may contain, but are not limited to, the following information:

- a. the standing offer number;

- b. the supplier name;
- c. the reporting period;
- d. the call-up number for each call-up, including amendments;
- e. the standing offer authority;
- f. the date of the call-up;
- g. the call-up/contract period;
- h. the line items acquired; and
- i. the value of the call-up, Goods or Services Tax/Harmonized Sales Tax included, as applicable.

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

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

The period for making call-ups against the Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_ inclusively.  
(For first year; the Standing Offer Authority will insert the dates at standing offer award)

##### **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 an additional four (4) one-year 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 thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

##### **7.4.3 Comprehensive Land Claims Agreements (CLCAs)**

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

##### **7.4.4 Delivery Points**

Delivery of the requirement will be made to delivery point(s) in Quebec specified at Annex "A" of the Standing Offer.

#### **7.5 Authorities**

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

The Standing Offer Authority is:

Laila Figueredo  
Supply Team Leader  
Public Services and Procurement Canada  
Marine Services and Small Vessels Sector  
Machinery and Logistics Support Division  
Place du Portage, Phase III, 6C2  
11 Laurier St.  
Gatineau, QC

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Buyer ID - Id de l'acheteur  
054ml  
CCC No./N° CCC - FMS No./N° VME

K1A 0S5

Telephone: 819-420-2904

E-mail address: [laila.figueroa@pwgsc-tpsgc.gc.ca](mailto:laila.figueroa@pwgsc-tpsgc.gc.ca)

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

### 7.5.2 Project Authority

The Project Authority for the Standing Offer is: *(to be completed upon Standing Offer issuance)*

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.

#### 7.5.2.1 Project Authority for the call-up against the Standing Offer

The Project Authority for the call-up against 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.

### 7.5.3 Offeror's Representative

The Supplier's Representative for the Standing Offer is: *(Offeror to complete)*

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

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

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 Users authorized to make call-ups against the Standing Offer are:

- Production Manager, Electronics and informatics, Technical Services Directorate, CCG;
- Production Supervisors, Electronics and informatics, Technical Services Directorate, CCG;
- Engineering Manager; Electronics and informatics, Technical Services Directorate, CCG;
- Engineering Supervisor; Electronics and informatics, Technical Services Directorate, CCG;
- Superintendent, Marine Engineering, Technical Services Directorate, CCG;
- Production Manager, Marine Engineering, Technical Services Directorate, CCG; and
- Chief Engineers of Ships, Operational Services Directorate, CCG.

## 7.8 Call-up Procedures

The Identified Users responsible for the ship will supply a general description of the repair required and request a cost estimate, and the estimated arrival time to the site where the work is to be performed. The work will be authorized by the Identified Users by issuing a PWGSC-TPSGC 942 number.

## 7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer

## 7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Applicable Taxes included).

Individual call-ups against the Standing Offer exceeding \$100,000.00 (Applicable Taxes included) will be authorized by the Standing Offer Authority.

## 7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ Applicable Taxes 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 Standing Offer Authority will insert the sum at standing offer award)*

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.



## 7.12 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2016-04-04) General Conditions - Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) the Offeror's offer dated \_\_\_\_\_. *(The Standing Offer Authority will insert the date of Offer as specified by the Offeror in his Offer).*

## 7.13 Certifications and Additional Information

### 7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

### 7.13.2 SACC Manual Clauses

SACC Manual Clause M3020C (2016-01-28) Status of Availability of Resources - Standing Offer

SACC Manual Clause M3060C (2008-05-12) Canadian Content Certification

SACC Manual Clause A0285C (2007-05-25) Workers Compensation

## 7.14 Applicable Laws

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

*(The Standing Offer Authority will insert the Province or territory as specified by the Offeror in his Offer).*

*The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.*

## **B. RESULTING CONTRACT CLAUSES**

### **7.1 Statement of Work**

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.

### **7.3 Term of Contract**

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

The Work is to be performed during the period of \_\_\_\_\_ to \_\_\_\_\_. *(The Project Authority will insert the dates at time of call-up)*

#### **7.3.2 Delivery Date**

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

### **7.4 Proactive Disclosure of Contracts with Former Public Servants *(if applicable)***

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

### **7.5 Payment**

#### **7.5.1 Basis of Payment - Firm Unit Price(s) and Rate(s)**

In consideration of the Contractor satisfactorily completing all of its obligations under the approved call-up against the Standing Offer, the Contractor will be paid a firm unit price(s) and Rate(s), in accordance with the applicable provisions as set out in the Basis of Payment at Annex "B" as specified in the call up against Standing Offer. Customs duties are included and Applicable Taxes are extra.

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 Contracting Authority before their incorporation into the Work.

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

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

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### 7.5.3 Multiple Payments

SACC Manual Clauses H1001C (2008-05-12) Multiple Payments

### 7.5.4 Electronic Payment of Invoices – Call-up *(Standing Offer Authority to complete if applicable)*

The Contractor accepts to be paid using any of the following Electronic Payment Instrument:

- a. Direct Deposit (Domestic and International)

### 7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the 2010C 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 the call up against the Standing Offer;
- b. a copy of time sheets to support the time claimed;
- c. a copy of the repair report and any other documents as specified in the Standing Offer or call-up; and
- d. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- e. a copy of the Repair/Maintenance Report.

2. Invoices are to be distributed as follows:

- a. **The original and one (1) copy must be forwarded to the following address for certification and payment.**

**DFO-ACCOUNTS PAYABLE  
PO BOX 1901, STN A  
Fredericton, NB  
E3B 5G4**

**Attn: Chantale Denis**

- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- c. One (1) copy must be forwarded to the consignee.

### 7.7 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. 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.

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## 7.8 SACC Manual Clauses

**A9019C** (2014-06-26) Hazardous Waste Disposal  
**B1501C** (2006-06-16) Electrical Equipment  
**B7500C** (2006-06-16) Excess Goods

## 7.9 Condition of Material

Unless provided otherwise in the Contract, material supplied must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the bid closing date or, if there was no bid solicitation, the date of the Contract.

## 7.10 Working language

Unless otherwise specified in the call-up against standing Offer, the work will be conducted in French and deliverables will be presented in that language.

## 7.11 Inspection and Acceptance

The Project Authority 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.

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## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **SERVICES FOR ASSEMBLY, CABLING, AERIAL WORK AND INTEGRATION AND INSTALLATION OF PARTS/ELECTRONIC EQUIPMENT ON VESSELS, BUILDINGS AND PERIPHERAL SITES OF THE CANADIAN COAST GUARD**

##### **1. BACKGROUND**

The Department of Fisheries and Oceans, Canadian Coast Guard, Central and Arctic Region requires, on an as and when requested basis, services for assembly, cabling and aerial work to replace antennas and coaxial cables for systems on ships and stations / land bases of the Canadian Coast Guard in the Eastern geographic area – province of Quebec. Some services may include the provision of installation equipment by the Canadian Coast Guard.

Potential service sites covered by this Standing Offer are within the geographic area of the province of Quebec located east of Mont-Rigaud and west of Blanc-Sablon. A concise report for the Department of Fisheries and Oceans will be required for each visit. Assembly and cabling services are mainly required during the replacement of equipment or systems, while aerial work is done on the basis of corrective maintenance needed when there is a breakdown.

The geographic region of potential sites to receive services covered by this Standing Offer is defined in section 4.0 below.

Some work may have to be performed at the Department's offices and personnel may be required to travel and stay in the Central and Arctic Region, St. Lawrence area (province of Quebec).

##### **2. DESCRIPTION OF TASKS TO BE PERFORMED**

The Contractor must provide all expertise, labour, equipment, tools, materials, and supervision necessary to provide the following included but not limited to services:

- Study the plans and diagrams provided for the installation of the cables; Prepare cables (outdoor and indoor) required for the work;
- Pull cables (outdoor and indoor) from one room to another, according to the drawings provided and labelling the marked cables on them;
- Install multimode optical fibre;
- Install shielded and unshielded Cat 5, Cat 5e and Cat 6 networks cabling;
- Install cabling according to interconnection lists;
- Install cabling according to system schematics and electronic schematics provided for the assigned tasks;
- Make wire-wrap connections using specialized tools;
- Use the cable colour code used in telephony;
- Install cables aboard vessels;
- Install cables on ship masts and land-based telecommunications towers;
- Install electronic components and antennas on ship masts and land-based telecommunications towers;
- Other related tasks.

Assembly services are required for the mounting and installation of racks, consoles and electronic and electrical equipment at our traffic control centres and land sites as well as on the Department's ships.

Related services are also required in order to perform various tasks, for example: relocating racks, consoles, equipment, etc. This could also involve moving equipment.

The installer is always supervised by a CCG technologist. The technologist in charge of the project will provide direction on the Work required.

### 3. LIST OF SYSTEMS AND EQUIPMENT

The vessels of the Department of Fisheries and Oceans, Canadian Coast Guard are equipped with aids to navigation and telecommunications systems such as (but not limited to):

- Radar;
- Echo sounder;
- GMDSS console;
- Internal communication system (PA System);
- Telephone;
- Mobile VHF;
- Mobile MF-HF;
- Satellite communication systems;
- Computer network;
- Antenna systems.

For land-based facilities:

- Communications console system;
- AIS system;
- Computer network;
- RF filtration and antenna system including the coaxial cables;
- Land VHF;
- Land MF-HF;
- VHF-DX;
- Antenna systems.

During the term of the Standing Offer, some systems may be added or removed.

### 4. GEOGRAPHIC AREA / REGION

Potential service sites covered by this Standing Offer are within the geographic area of the province of Quebec located east of Mont-Rigaud and west of Blanc-Sablon.

### 5. SERVICE AREAS

Mont-Rigaud	L'Acadie	Pont Jacques-Cartier	Mont St-Bruno
Îles Charron	Sorel	Trois-Rivières	Mont Bélair
Québec	Lauzon	Montmagny	Rivière du Loup
Cap au Leste	Sacré-Cœur	Les Escoumins	Sainte-Flavie
Grosse Roche	Lac Daigle	Moisie	Carleton
Mont-Louis	Newport	Rivière-au-Renard	Forillon
Cap-des-Rosiers	Havre St-Pierre	Étang du Nord	Cap-aux-Meules
Heath Point	Natasquan	La Romaine	Harrington Harbour
St-Augustin (BCN)	Blanc Sablon		

Please refer to Appendix 1 – ***Areas of responsibility – Maintenance of land-based facilities*** and Appendix 2 – ***Area of responsibility – Fleet maintenance.***

Note: Some work may have to be performed at the Department's offices and personnel may be required to travel and stay in the Central and Arctic Region, St. Lawrence area. (Province of Quebec).

## **6. COST ESTIMATES**

The Contractor must provide an estimate of costs, including the labour cost, travel costs, material costs, subcontracting costs and other direct costs.

The Contractor will use the National Joint Council's Travel Directive to estimate travel expenses and meal allowances.

The estimate provided by the Contractor must be approved by the user, as identified in the proposal, prior to the purchasing of materials and the start of work.

## **7. SUBCONTRACTING COST**

The Contractor will provide an estimate of subcontracting costs. With the exception of all underground work such as digging holes and trenches for passing cables that would be impossible due to existing and/or forgotten underground electrical wires, underground telephone and/or telecommunications wires, underground natural gas pipes, forgotten underground tanks, contaminated soil, etc.

The Contractor may deal with one or several suppliers capable of quickly delivering materials or even performing work at the request of the Contractor. In these cases, it is up to the Contractor to ensure that the supplier is licensed and has the insurance required to protect the interests of the Department of Fisheries and Oceans and those of the Contractor.

## **8. IDENTIFIED USERS**

The list of Identified Users authorized to place service calls for this Standing Offer must include the personnel in charge in the appropriate work area of the Central and Arctic Region, as follows:

- Production Manager, Electronics and informatics, Technical Services Directorate, CCG;
- Production Supervisors, Electronics and informatics, Technical Services Directorate, CCG;
- Engineering Manager; Electronics and informatics, Technical Services Directorate, CCG;
- Engineering Supervisor; Electronics and informatics, Technical Services Directorate, CCG;
- Superintendent, Marine Engineering, Technical Services Directorate, CCG;
- Production Manager, Marine Engineering, Technical Services Directorate, CCG; and
- Chief Engineers of Ships, Operational Services Directorate, CCG.

## **9. SERVICE CALL**

The Contractor, unless otherwise specified, must respond to requests to discuss the work schedule on board vessels, and at facilities, bases and peripheral sites of the Department of Fisheries and Oceans Canada, Canadian Coast Guard for sites identified in the geographic area indicated in paragraph 5.0, within a maximum of four (4) hours after the call from the Identified User.

The Contractor must be available for overtime beyond regular hours from 8:00 am to 4:00 pm, Monday to Friday, Saturday, Sunday and holidays.

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## **10. DEPARTMENTAL REPRESENTATIVE**

The Departmental Representative will be available on four (4) hours' notice during normal working hours and days. Any installation problems or other problems must be reported to the Representative within the hour following discovery of the problem so that a solution can be found as soon as possible.

## **11. INSTALLATION SERVICES USING EQUIPMENT SUPPLIED BY THE DEPARTMENT**

For installation services, the Contractor must contact the Department of Fisheries and Oceans 24 hours prior to starting work so that the Department can confirm availability of the equipment and system to be installed.

## **12. CANADA LABOUR CODE, GUIDELINES, REGULATIONS AND STANDARDS**

The Contractor and its subcontractors are responsible for performing the work in accordance with the latest standards, codes, and regulations and in compliance with the Canada Labour Code.

## **13. WORKPLACE SAFETY**

### **13.1 WORKPLACE SAFETY – STANDARDS AND REGULATIONS**

The Contractor is responsible for performing the work in accordance with applicable standards, codes and regulations in force and in compliance with the Canada Labour Code.

### **13.2 WORKPLACE SAFETY – GENERAL**

The Contractor will provide the number of employees recommended to ensure the safety of its personnel, especially for aerial work in remote and/or isolated regions.

The work will sometimes require arduous physical effort and working in harsh climates.

## **14. PHYSICAL AND OTHER CONSTRAINTS**

### **14.1 INSTALLATIONS ON BOARD VESSELS**

The Contractor's personnel may have to go up onto the bridges and inside the hulls of Canadian Coast Guard vessels. They may have to navigate narrow stairs and vertical ladders, and move around the tight quarters frequently found on these vessels. The Contractor's personnel may be asked to work in enclosed areas, including confined spaces.

The Contractor's personnel must be able to perform work that sometimes requires significant physical effort and working in harsh climates.

The Contractor's personnel may be exposed to cleaning fluids, light oils and fresh paint that may have been used in the course of the various day-to-day activities of the vessel.

### **14.2 INSTALLATIONS ON SHIPS' MASTS AND LAND-BASED TELECOMMUNICATION TOWERS OF BUILDINGS AND PERIPHERAL SITES**

The Contractor's personnel must be able and qualified to perform aerial work on ships' masts and land-based telecommunications towers. Ability to perform aerial work is therefore required from the Contractor's personnel.

The Contractor's personnel must be able to perform work that sometimes requires significant physical effort and working in harsh climates.



The Contractor must review any safety advisories issued by the Department's Technical Services concerning the state of the existing structures and apply the safety measures indicated for each site.

The Contractor's staff may be exposed to cleaning fluids, light oils, fresh paint, salt, rust, metal shards, sharp pieces of metal and other contaminants and hazards found on ship's masts and land-based towers.

The Contractor must review any safety advisories issued by the Department's Technical Services concerning the state of the existing structures and the occupational health and safety resources and apply the safety measures indicated for each site.

## **15. PROTECTIVE EQUIPMENT**

The Contractor must provide its personnel with all necessary protective equipment to carry out the activities under the contract on board vessels or in a boatyard. The following is a non-exhaustive list of certain personal protective equipment that may be required:

- Approved safety boots;
- Approved safety helmet;
- Approved eye protection;
- Approved hearing protection;
- Safety equipment required for aerial work;
- Clothing equipped with reflective strips;
- Appropriate clothing for the various weather conditions related to their work;
- Work gloves.

## **16. MOBILE EQUIPMENT AND TOOLS**

The Contractor must have the mobile equipment required to carry out service calls and the tools required for the services for assembly, cabling, aerial work and integration and installation of the parts/electronic equipment listed in article 3 of this Annex.

## **17. SPECIALIZED TRANSPORTATION FOR CONTRACTOR'S PERSONNEL**

It is possible that the Contractor's personnel may need to travel on board Canadian Coast Guard vessels, helicopter or other vehicles to reach certain work sites.

The Contractor's personnel may be subject to: heaving, rocking, swells, rolling, pitching and yawing when working or travelling on board departmental vehicles.

Some work may have to be performed at the Department's offices and personnel may be required to travel and stay in the Central and Arctic Region, St. Lawrence area (province of Quebec).

## **18. HOT WORK**

Before performing any hot work on a vessel or a land-based facility, the Contractor must have a hot work permit for each hot work task.

The person in charge of the Contractor's work team must have authorization from the officer in charge of the vessel or land-based facility before proceeding with hot work.

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## 19. APPROVAL AND ACCEPTANCE OF WORK

The Inspection Authority (IA) is the government person responsible for inspecting the final product prior to acceptance and administering minor non-compliances. The Inspection Authority is designated in the Call-up against a Standing Offer and may be the vessel's Chief Engineer, the authority responsible for the project or by default the Project Lead for the Standing Offer or any other person appointed by the Canadian Coast Guard to approve and accept work performed by the Contractor.

In case of a deficiency, the Departmental Representative may require the Contractor to redo the work until complete satisfaction. The quality of the work, such as aesthetics and complete assembly, cabling performed as per given instructions, connections and welds must be at least equal to that of the systems of the same model already assembled or in the process of being assembled by the Department.

## 20. WORKFLOW AND WORK DESCRIPTION

Upon receipt of a request, the Contractor will establish a schedule of work and work must begin within the period agreed upon during discussions on work execution.

## 21. LANGUAGE OF PRECEDENCE FOR SPECIFICATIONS

The requirements provided in the French specifications supersede those of the English document where there may be contradictions. In all litigation regarding the interpretation of terms or expressions, the French text takes precedence.

## 22. MAINTENANCE OR REPAIR REPORT

A repair report will be required for all work. The report must contain the following information:

- The date and time at which the repair request was made;
- The serial number or description of the system;
- The name and telephone number of the person who called;
- The date and time of the start and end of work, as well as the number of hours of each work day;
- A description of the malfunction;
- A diagnosis of the defect;
- A list of materials and all parts replaced or installed;
- The name of the contractor's representative and his/her service location;
- The name (in block letters) and signature of the person responsible for the vessel attesting that the material appears to function in a satisfactory manner;
- A breakdown of the costs of labour and materials, if there are additional costs.

Two (2) copies of the report will be required and must be submitted to the Identified User.

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## ANNEX "B"

### BASIS OF PAYMENT

During the period of Contract, for Work performed in accordance with the contract, the Contractor will be paid in Canadian dollars as specified below:

#### 1.0 Working Hours

The normal working hours per day for Contractor's personnel, shall be deemed to be eight (8) hours of any day during which they are actually engaged in the performance of the Services between 07:00 hrs and 17:00 hrs.

#### 1.1 Travel time and Kilometric charges

Travel time and mileage charges for a service call will be invoiced from the Contractor's service facility nearest to the Canadian Coast Guard place of work, as indicate in the offer, or the location of mobile repair unit, whichever is the shortest distance.

#### 1.2 Ferry charges

The Contractor will be reimbursed for the authorized ferry charges reasonably and properly incurred in the performance of the Work, at cost, without provisions for Administrative overhead or profit.

#### 1.3 Materials, replacement parts and spare parts

The Contractor will be paid the net laid-down cost of materials and replacement parts to which will be added a mark-up of 10%, FOB Destination. Customs duties are included and Applicable Taxes are extra.

#### 1.4 Travel and living expenses

There will be no travel time or travel and living expenses for services rendered within a radius of 50 kilometers from the Contractor's designated place of work as specified in Annex "A". For services rendered outside a 50 kilometer radius from the Contractor's designated place of work as specified in Annex "A", the Contractor will be paid for the actual travel time in accordance with the hourly rates specified in this annex.

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority for the Call up Against Standing Offer. All payments are subject to government audit.

#### 1.5 Transportation costs

1.5.1 Transportation costs of components will be determined as follows:

- a. For a pick-up size vehicle

The Contractor must calculate the time and distance in kilometers, round trip, for the transport of

components between the Contractor's facilities to the service sites

b. Transportation costs for a vehicle bigger than a pick-up

For transportation cost for vehicles larger than a pick-up truck the Net laid-down cost of transport to which will be added a mark-up of 10%, plus Applicable Taxes.

The Google Map "Software" website: <https://www.google.ca/maps> will be the calculation tool for the travel time and distance in kilometers by using the address of the Contractor's Facilities to the CCG service sites. Google Map's Automatic path will not be modified. It is acceptable to use the administration offices of the ports for Google Map calculations.

1.5.2 The Project Authority may change the mode of transport at its discretion.

*(The Standing Offer Authority will insert the Offeror's financial rates as specified by the Offeror in their Offer at Annex "E", Financial Evaluation Plan, upon standing offer issuance)*

## 2.0 Professional Fees

2.1 The Contractor will be paid firm hourly rates and fixed rates, customs duties are included and applicable taxes are extra, as follows:

During normal working hours (Monday to Friday between 07:00 hrs to 17:00 hrs)					
Position	Hourly rate				
	Initial Contract Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4
Senior Technician					
Junior Technician					

Outside normal working hours (Monday to Friday between 07:00 hrs to 17:00 hrs)					
Position	Hourly rate				
	Initial Contract Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4
Senior Technician					
Junior Technician					

Outside normal working hours, Saturday					
Position	Hourly rate				
	Initial Contract Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4
Senior Technician					
Junior Technician					

Solicitation No. - N° de l'invitation  
F3064-160002/A  
Client Ref. No. - N° de réf. du client  
F3064-160002

Amd. No. - N° de la modif.  
File No. - N° du dossier  
054ml.F3064-160002

Buyer ID - Id de l'acheteur  
054ml  
CCC No./N° CCC - FMS No./N° VME

Outside normal working hours, Sundays and holidays					
Position	Hourly rate				
	Initial Contract Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4
Senior Technician					
Junior Technician					

## 2.2 Travel time and mileage charges

2.2.1 Travel time and mileage charges applicable outside a radius of 50 kilometers from the service center of the offeror:

Mobile Repair Unit Travel Time					
	Hourly rate - Travel time				
Position	Initial Contract Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4
Senior Technician					
Junior Technician					

Transportation Rate – Mobile repair unit					
	Initial Contract Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4
Rate per kilometer (\$/km)					

The only methods of transport authorized in this Standing Offer are automobiles (cars / trucks) or with a Canadian Coast Guard transportation vehicles.

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## **ANNEX "C"**

### **INSURANCE REQUIREMENTS**

#### **1. Ship Repairers' Liability Insurance**

- 1.1 The Contractor must obtain Ship Repairer's 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 \$10,000,000 per accident or occurrence and not less than \$20,000,000 in the annual aggregate.
- 1.2 The Ship Repairer's Liability insurance 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries and Oceans Canada and Public Works and Government Services Canada for any and all loss of or damage to the vessel, however caused.
  - c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - d. 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.
  - 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.

#### **2. Commercial General Liability Insurance**

- 2.1 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 \$10,000,000 per accident or occurrence and not less than \$20,000,000 in the annual aggregate.
- 2.2 The Commercial General Liability Insurance policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

- d Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g Employees and, if applicable, Volunteers must be included as Additional Insured.
- h Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).
- i Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- o Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- p Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- q 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.
  - a. *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

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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 "D"

### MANDATORY TECHNICAL EVALUATION CRITERIA

#### Offeror's Instructions:

Failure to comply with any of the mandatory requirements will render the submission non-compliant and will receive no further consideration.

Offerors must include the necessary documentation in their offer to demonstrate compliance with each mandatory technical criteria.

In order to properly demonstrate compliance the Offeror must provide full details of where, when (month and year), the category of equipment, systems repaired (manufacturer and model) and provide a brief description of the work performed and include the information in their offer for evaluation.

The Offeror must complete the mandatory technical criteria in relation to Offeror's personnel, rolling stock and tools that are based within the geographical area being offered. If the Offeror must use resources (personnel, equipment or tools) that are based outside of the geographic area for which he is offering to perform service calls on a regular basis; the Offeror must clearly identify in its offer the description of the resources, address where the resources are based, and the frequency with which they are required.

#### **Mandatory Technical Criteria:**

**M1** The Offeror must have a minimum of ten (10) continuous years' company experience in the installation of electronic equipment on board ships. Offerors must provide one (1) example per timeline of similar projects in size and nature of installation of electronic equipment on board ships as follows:

<b>Project 1, completed between 2008-2010:</b>	
<b>Project Description:</b> <i>(details on work performed, type of equipment used, systems repaired, etc)</i>	
<b>Location:</b>	
<b>Start Date:</b>	
<b>End Date:</b>	
<b>Project Value:</b>	
<b>Client Contact:</b> <i>(contact information for the Client whom Canada can contact to confirm the information provided on this project)</i>	Name: _____ Company: _____ Email: _____ Phone: _____

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<b>Project 2, completed between 2011-2014:</b>	
<b>Project Description:</b> <i>(details on work performed, type of equipment used, systems repaired, etc)</i>	
<b>Location:</b>	
<b>Start Date:</b>	
<b>End Date:</b>	
<b>Project Value:</b>	
<b>Client Contact:</b> <i>(contact information for the Client whom Canada can contact to confirm the information provided on this project)</i>	Name: _____ Company: _____ Email: _____ Phone: _____

<b>Project 3, completed between 2015-2017:</b>	
<b>Project Description:</b> <i>(details on work performed, type of equipment used, systems repaired, etc)</i>	
<b>Location:</b>	
<b>Start Date:</b>	
<b>End Date:</b>	
<b>Project Value:</b>	
<b>Client Contact:</b> <i>(contact information for the Client whom Canada can contact to confirm the information provided on this project)</i>	Name: _____ Company: _____ Email: _____ Phone: _____

*If required, Offeror to include additional sheet to provide further information on each project.*

**M2** The Offeror must identify and **provide two (2) or more resource, with at least one (1) resource being a Senior Technician.** For any service call, a Junior Technician must be supervised by a Senior Technician.

The Offeror must provide evidence that the proposed resources have the minimum combination of education, certifications, and experience by providing the CV/ Resume and appropriate documentation (ex. degree, diploma, certificates, etc.) for each proposed technician.

The proposed technicians must have the following criteria:

- a) Senior Technician:** must possess, as a minimum education level, a high school diploma with a specialization in electronics (DEC or DEP) or equivalent; and a minimum of five (5) years of work experience in electronics.
- b) Junior Technician:** must possess, as a minimum education level, a high school diploma with a specialization in electronics (DEC or DEP) or equivalent; and a minimum of one (1) year work experience in electronics.

**M3** The Offeror must have a training certificate for first aid and transport on metal stretchers for personnel working at heights.

The Offeror to provide a copy of the training certificate.

**M4** The Offeror must have a demonstrated capability of working at heights in ship masts and terrestrial telecommunications towers with a minimum of ten (10) continuous years' company experience in this field. Offerors must provide one (1) example per timeline of similar projects in size and nature of working at heights in ship masts and terrestrial telecommunications towers as follows:

Project 1, completed between 2008-2010:	
<b>Project Description:</b> <i>(details on work performed, type of equipment used, systems repaired, etc)</i>	
<b>Location:</b>	
<b>Start Date:</b>	
<b>End Date:</b>	
<b>Project Value:</b>	
<b>Client Contact:</b> <i>(contact information for the Client whom Canada can contact to confirm the information provided on this project)</i>	Name: _____ Company: _____ Email: _____ Phone: _____

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<b>Project 2, completed between 2011-2014:</b>	
<b>Project Description:</b> <i>(details on work performed, type of equipment used, systems repaired, etc)</i>	
<b>Location:</b>	
<b>Start Date:</b>	
<b>End Date:</b>	
<b>Project Value:</b>	
<b>Client Contact:</b> <i>(contact information for the Client whom Canada can contact to confirm the information provided on this project)</i>	Name: _____ Company: _____ Email: _____ Phone: _____

<b>Project 3, completed between 2015-2017:</b>	
<b>Project Description:</b> <i>(details on work performed, type of equipment used, systems repaired, etc)</i>	
<b>Location:</b>	
<b>Start Date:</b>	
<b>End Date:</b>	
<b>Project Value:</b>	
<b>Client Contact:</b> <i>(contact information for the Client whom Canada can contact to confirm the information provided on this project)</i>	Name: _____ Company: _____ Email: _____ Phone: _____

**M5** The Offeror must provide a list of the equipment and tools in stock to carry out services for assembly, cabling, aerial work, and installation of antennas. The list must detail the type of equipment, description, and quantity available.

## ANNEX "E"

### FINANCIAL EVALUATION

#### Offeror's Instructions:

The Offeror must complete the financial offer presentation sheet below. In order to be responsive all the boxes provided for rates or costs of the financial offer presentation sheet must be properly completed.

#### **Financial Evaluation Criteria**

The Offeror to complete the pricing schedules for first firm year and four additional one-year optional periods. **All costs must be in Canadian dollars, customs duties are included and applicable taxes are extra.**

No evaluation criteria on materials. Contractor will be paid the net laid-down cost of materials and replacement parts to which will be added a mark-up of 10%, FOB Destination. Customs duties are included and Applicable Taxes are extra.

The Standing Offer Authority will transfer the fixed rates and prices to Annex B, for the successful offer, at standing offer issuance.

#### **Validation of the travel time and distance in kilometers from the Offeror's facilities to client's service site.**

The "calculation area" for travel time and distance in kilometers are mandatory and must be addressed.

The Google Map "Software" website: <https://www.google.ca/maps> to be used to determine the travel time and distance in kilometers between the Offeror's Service Facilities to the two (2) CCG principal locations, for evaluation purposes. An example of the calculation is available at Appendix 1 to Annex "E".

#### **Estimates**

Extended Price and Estimated Usage figures are for EVALUATION PURPOSES ONLY and may not reflect the actual usage during the period of the Standing Offer Agreement. The estimates are not to be considered in any way as a commitment from Canada.

#### **Responsive Financial Offer**

In order to be responsive a financial offer must have hourly rates and prices properly inserted in all the appropriate boxes of the financial evaluation.

### Part 1: Professional Fees

Offeror to complete all tables below for Labour:

Table 1 Professional Fees:

During normal working hours (Monday to Friday between 07:00 hrs to 17:00 hrs)							Evaluation Calculation		
Position	Hourly rate (\$/hr)								
	A	B	C	D	E	F	G	H	
	Initial Contract Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4	Subtotal Average (A+B+C+D+E/5)	Estimated Hours	Subtotal (FxG)	
Senior Technician	\$	\$	\$	\$	\$	\$	1125	\$	1
Junior Technician	\$	\$	\$	\$	\$	\$	1125	\$	2

Table 2 Professional Fees:

Outside normal working hours (Monday to Friday between 07:00 hrs to 17:00 hrs)							Evaluation Calculation		
Position	Hourly rate (\$/hr)								
	I	J	K	L	M	N	O	P	
	Initial Contract Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4	Subtotal Average (I+J+K+L+M/5)	Estimated Hours	Subtotal (NxO)	
Senior Technician	\$	\$	\$	\$	\$	\$	150	\$	3
Junior Technician	\$	\$	\$	\$	\$	\$	150	\$	4

Table 3 Professional Fees:

Outside normal working hours, Saturday							Evaluation Calculation		
Position	Hourly rate (\$/hr)								
	Q	R	S	T	U	V	W	X	
	Initial Contract Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4	Subtotal Average (Q+R+S+T+U/5)	Estimated Hours	Subtotal (VxW)	
Senior Technician	\$	\$	\$	\$	\$	\$	60	\$	5
Junior Technician	\$	\$	\$	\$	\$	\$	60	\$	6

Table 4 Professional Fees:

Outside normal working hours, Sundays and holidays							Evaluation Calculation		
Position	Hourly rate (\$/hr)								
	Y	Z	AA	AB	AC	AD	AE	AF	
	Initial Contract Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4	Subtotal Average (Y+Z+AA+AB+AC/5)	Estimated Hours	Subtotal (ADxAE)	
Senior Technician	\$	\$	\$	\$	\$	\$	30	\$	7
Junior Technician	\$	\$	\$	\$	\$	\$	30	\$	8

Part 1 Subtotal: (1)+(2)+(3)+(4)+(5)+(6)+(7)=(8) = \$ \_\_\_\_\_ (9)

## Part 2: Travel time and mileage charges

Offeror to complete all tables below for Travel times and mileage charges. Offerors to use the Google Map "Software" website: <https://www.google.ca/maps> to determine the travel time (Table 6, AH) and distance in kilometers (Table 6, AG) between the Offeror's Service Facilities to specified Canadian Coast Guard locations indicated below.

**Table 5: Travel time and mileage charges**

Mobile Repair Unit Travel Time						
Hourly rate - Travel time						
	A	B	C	D	E	F
Position	Initial Contract Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4	Subtotal Average (A+B+C+D+E/5)
Senior Technician	\$	\$	\$	\$	\$	\$
Junior Technician	\$	\$	\$	\$	\$	\$

**Kilometric Rate – Mobile repair unit**

Kilometric Rate – Mobile repair unit						
	G	H	I	J	K	L
	Initial Contract Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4	Subtotal Average (G+H+I+J+K/5)
Rate per kilometer	\$ ____/km	\$ ____/km	\$ ____/km	\$ ____/km	\$ ____/km	\$ ____/km



**Table 6: Travel time and mileage**

	Complete Address of Offeror's facilities	Principal Canadian Coast Guard locations	One way travel distance (km)	One way travel time (hrs.)
			AG	AH
(a)		Canadian Coast Guard 101 Champlain Blvd. Québec, QC G1K 7Y7		
(b)		Canadian Coast Guard 15 Prince St. Sorel-Tracy, QC J3P 4J4		

**Table 7: Evaluation of Travel Time**

	AH	F	AI	
	One way travel time (hrs.) Table 6	Subtotal Average Table 5 (A+B+C+D+E/5)	Estimated Trips (one-way)	Subtotal (AHxFxAI)
Table 6, (a)		\$	20	\$ 10
Table 6, (a)		\$	20	\$ 11
Table 6, (b)		\$	15	\$ 12
Table 6, (b)		\$	15	\$ 13
		Subtotal (10)+(11)+(12)+(13) =		\$ 14

Table 8: Evaluation of Travel Mileage

	AG	L	AJ	
	One way travel distance (km) Table 6	Subtotal Average rate/km Table 5 (G+H+I+J+K/5)	Estimated Trips (one-way)	Subtotal (AGxLxAJ)
Table 6, (a)		\$	20	\$
Table 6, (b)		\$	15	\$
Subtotal (15) + (16) =				\$

Part 2 Subtotal: (14)+(17) = \$ (18)

Grand Total: Part 1 Subtotal (9) + Part 2 Subtotal (18) = \$ (excluding applicable taxes)

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**ANNEX "F"**

**INTEGRITY PROVISIONS – ASSOCIATED INFORMATION FORM**

**TO BE COMPLETED BY THE OFFEROR:**

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors:

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*(add lines as required)*

2. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual:

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3. For a Joint Venture - the names of all current members of the Joint venture:

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*(add lines as required)*

4. For an individual - the full name of the person:

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