

**RETURN BIDS TO:**

## RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**

**1713 Bedford Row**

**Halifax, N.S./Halifax, (N.É.)**

**B3J 1T3**

## Nova Scotia

**Bid Fax: (902) 496-5016**

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

### Regional Master Standing Offer (RMSO)

## Offre à commandes maître régionale (OCMR)

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

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

## Comments - Commentaires

**Vendor/Firm Name and Address****Raison sociale et adresse du fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Atlantic Region Acquisitions/Région de l'Atlantique  
Acquisitions

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

B3J 3C9

Nova Scot

<b>Title - Sujet</b> RISO - Harbour Containment Booms	
<b>Solicitation No. - N° de l'invitation</b> W010Z-18D001/A	<b>Date</b> 2017-10-25
<b>Client Reference No. - N° de référence du client</b> W010Z-18-D001	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$HAL-405-10234
<b>File No. - N° de dossier</b> HAL-7-79053 (405)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-12-05</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> MacLennan, Ashley	<b>Buyer Id - Id de l'acheteur</b> hal405
<b>Telephone No. - N° de téléphone</b> (902)496-5291 ( )	<b>FAX No. - N° de FAX</b> (902)496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE SEE HEREIN HALIFAX NOVA SCOTIA B3K5X5 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-7-79053

Buyer ID - Id de l'acheteur  
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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 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

- 1.2.1 Public Services and Procurement Canada has a requirement for a regional individual standing offer for harbor containment booms for the Department of National Defence. It is for 3 years with 1 additional option year.
- 1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

### **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.

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## 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

M100T	Condition of Material – Offer	2016-01-28
C9000T	Pricing	2010-08-16

### 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 Enquiries - Request for Standing Offers

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

### 2.4 Applicable Laws

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

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**

### **3.1 Offer Preparation Instructions**

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

Section I: Technical Offer - 1 hard copy

Section II: Financial Offer - 1 hard copy

Section III: Certifications - 1 hard copy

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [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.

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

Offerors must submit their financial offer in accordance with the "Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

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

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

If Annex "C" 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.

### **3.1.2 Exchange Rate Fluctuation**

C3011T2013-11-06, Exchange Rate Fluctuation

**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**

Bidder must meet the technical specification identified under Annex A – Requirement

##### **4.1.1.2 Point Rated Technical Criteria**

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Evaluation of Price**

*SACC Manual* Clause M0220T2016-01-28, Evaluation of Price

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection - Mandatory Technical 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.

#### 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.



Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Offeror must provide the Standing Offer Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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

### **6.1 Insurance Requirements**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## **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 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>) 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 in Annex "A". 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.

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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 15 calendar days after the end of the reporting period.

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

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

The period for making call-ups and providing services against the Standing Offer is from date of award for a period of 3 years.

##### **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 one year option year 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.

##### **7.4.3 Delivery Points**

Delivery of the requirement will be made as reflective in the call up.

#### **7.5 Authorities**

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

The Standing Offer Authority is:

Name: Ashley MacLennan  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Atlantic Acquisitions  
Address: 1713 Bedford Row Halifax, NS B3J 3C9

Telephone: 902-401-6107  
Facsimile: 902-496-5016  
E-mail address: ashley.maclennan@pwgsc.gc.ca

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

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HAL-7-79053

Buyer ID - Id de l'acheteur  
HAL405  
CCC No./N° CCC - FMS No./N° VME

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### 7.5.2 Project Authority

The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

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

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

### 7.5.3 Offeror's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

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

### 7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence.

### 7.7 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
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:

- standing offer number;
- statement that incorporates the terms and conditions of the Standing Offer;
- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## 7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$60,000.00(Applicable Taxes included).

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

## 7.10 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 2010A 2016-04-04, General Conditions - Goods (Medium Complexity)
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_

## 7.11 Certifications and Additional Information

### 7.11.1 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.

## 7.12 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 Nova Scotia.

## **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 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**

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

Section 16 Interest on Overdue Accounts, of 2010A 16 (2008-12-12) Interest on overdue accounts will not apply to payments made by credit cards.

### **7.3 Term of Contract**

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

The Work is to be performed during the period of 3 year from date of award inclusive.

#### **7.3.2 Delivery Date**

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

### **7.4 Payment**

#### **7.4.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a *firm price as specified in Annex B for a cost of \$ \_\_\_\_\_*. Customs duties are *excluded* 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.

#### **7.4.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or

- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### **7.4.3 Electronic Payment of Invoices – Call-up**

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

#### **7.4.4 Method of Payment**

SACC Manual Clause H100C (2008-05-12) Single Payment

#### **7.5 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### **7.6 Insurance**

SACC Manual clause G1005C 2016-01-28 Insurance

#### **7.7 SACC Manual Clauses**

SACC Manual clause **B7500C** (2006-06-16), Excess Goods

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**ANNEX "A"**  
**REQUIREMENT**

**Minimum Mandatory Specifications:**

**Item 1: 24-inch Layflat Inshore Harbour Pollution Boom**

- 24 inches in overall height
- Made of a PVC type material
- Freeboard 8 inch plus or minus .5 inch
- Draft 16 inches plus or minus 1.0 inch
- Weight max 1.75 pound per foot
- Highly visible in colour
- Boom stencilled with the standard 2.0 inch letters gloss black in colour showing "DND" followed by year and month of manufacturing (ie, 05-1)
- Boom is to be made in 50-foot sections and is to have a top tension strap made of polyester, ballast chain and 5 inches flat foam floatation built in. The top tension strap should be strong enough to allow for the handling and deployment of the boom without causing undue stress on the fabric while maintaining the integrity of the boom. The ballast chain pocket is to be double lined to prevent wear and tear and to add strength (chain pocket to have drain holes every ten feet). Ballast chain to be 0.375 inches. Ballast chain to be secured approx. 6 inches in from either end with bolt and nylon nut.
- Nylon/polyester webbing lifting straps fitted to top of boom min every 10 feet
- Boom is to be complete with joiners to make one section. Joiners are to have foam floatation attached to both sides
- Boom sections are to have D-Shotgun connector tab attached to tension strap and ballast chain ends to facilitate using the joiners
- Joiners are to come complete with two spring tension toggle pins that will secure the D-connectors in place
- Toggle pins are to be made of stainless steel. There shall be one pin on the top and one pin on the bottom of each joiner opposite sides, with stainless steel bolts and nylock nuts in the other holes
- Boom is to have vertical stiffeners to prevent the boom from flopping over while in use in the water. Stiffeners are to be inserted through the flotation foam and completely covered by the booms outer fabric. The stiffener must be riveted through both sides of the boom fabric top and bottom
- Material construction:
  - Base Fabric weight: 163 g/m2 as minimum
  - High tenacity Weft Inserted
  - Filament size: 1000 denier
- Physical properties:
  - Grab tensile: 1887 x 1776N
  - Trapezoid tear: 244 x 244N
- Boom must not crack when used in the temperature range of + 40 c or minus -25 c
- Excellent UV and Abrasion resistance

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**Item 2: Anchor Cans**

- Constructed of Marine Grade Aluminum 3/16" (0.5 cm) thickness painted RED
- Overall dimensions 16" inches x 25 3/4 "inches (plus/minus 0.5 inches)
- The can MUST be able to accommodate connecting two (2) shotgun type joiner 180 degrees apart
- The float dimensions are 12" diameter x 14" length (plus/minus 0.5 inches). The float to be situated so as to maintain the equivalent freeboard and draft as the attached containment boom
- The skirt requires a hole of 3/4" to 1 1/4" diameter located at the bottom center to attach a shackle for the anchor
- A lifting handle of 1/4" aluminum round bar 4" high x 6 "long (plus/minus 0.25 inches) welded to the top of the float to accommodate lifting and carrying

**Item 3: Towing Cans**

- Constructed of Marine Grade Aluminum **3/16" (0.5 cm)** thickness
- 11.5 inch diameter x 14.5 inch can with 10.5 inch skirt
- Dockside slider attached to one end, boom fitting attached to other end, with a towing bridle attached to top
- For dockside slider, the OD of pipe MUST be 1 1/4 " aluminum attached to can with rubber for flexibility
- All of our dockside sliders are aluminum and dissimilar metals cannot be used. Steel will not work for us. (Please see attached photo Appendix C-1)

**QUANTITY SUBSTITUTION:**

The vendor is to confirm the quantity to be shipped within four (4) hours of request. The request may take place by phone, facsimile or in person.

**CODES AND STANDARDS:**

The vendor must obtain and maintain all permits, licenses and certificates of approval required for the work to be performed under any applicable federal, provincial or municipal legislation. The vendor shall be responsible for any charges imposed by such legislation or regulations. Upon request, the vendor shall provide a copy of any such permit, license or certificate.

**INSPECTION:**

Final inspection will rest solely with the consignee at point of delivery. Products failing said inspection shall be returned to vendor at no cost to the Crown.

**SECURITY:**

The Offeror agrees to follow procedures as laid out by Formation Security upon entering the confines of Maritime Forces Atlantic. Further to this, all vehicles owned or operated by the vendor may be subject to a search at any time, in accordance with standing regulations. Contractor personnel must have valid government issued photo identification on their person at all times. During heightened security events access to HMC Dockyard may be delayed or denied, or if entry is permitted an escort will be required at all times while in HMC Dockyard as well as when in any of the establishments and ships.



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**PACKAGING/SHIPPING:**

Goods and materials are to be shipped, packaged, and labeled in accordance with federal and provincial and/or municipal transportation regulations or by laws in effect at the time the shipment is made.

**DELIVERY:****Routine Requirements:**

All required goods or services shall be delivered or rendered within sixty (60) working days upon receipt of a request for delivery on form PWGSC-TPSGC 942 Call-up against a Standing Offer, or by other methods such as telephone, acquisition card, or facsimile transceiver, and must be confirmed in writing on form PWGSC-TPSGC 942 or applicable call-up document.

**Urgent Requirements:**

All required goods or services shall be delivered or rendered within thirty (30) working days upon receipt of a request for delivery on form PWGSC-TPSGC 942 Call-up against a Standing Offer, or by other methods such as telephone, acquisition card, or facsimile transceiver, and must be confirmed in writing on form PWGSC-TPSGC 942 or applicable call-up document.

**Emergency Requirements:**

All required goods or services shall be delivered or rendered within twenty four (24) hours, (day or night) of an environmental emergency, such as, but not limited to, the containment of an oil spill or a sinking vessel. The Contractor must prepay transportation costs. Prepaid transportation costs must be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill of lading.

This will enable the prevention of, or the ability to, sustain minimal environmental damage to the harbour and surrounding ecological systems. Requisition against a Standing Offer, in this case may be taken by facsimile, telephone or other means and will be confirmed in writing on form PWGSC-TPSGC 942 or applicable call-up document.

**Use of Cellular Telephones**

Drivers (Operators) of vehicles are to refrain from operating cellular telephones while the vehicle is in motion on DND property.

**Personal Protective Equipment**

Offeror to ensure employees have all the required personal protective equipment to perform their duties and to ensure they have completed proper training in the wear, use, and maintenance of the equipment when performing duties on DND property.

**Government Smoking Policy**

Where the performance of work requires the presence of the Offeror's personnel on government premises, the Offeror shall ensure that their personnel comply with the policy of the Government of Canada, which prohibits smoking on any government premises.

**Hazardous Waste/Dangerous Goods Incident/Emergency Response**

Offeror to ensure employees are familiar and comply with Hazardous Waste/Dangerous Goods Incident/Emergency Response policy;

- 1) In the event of a spill during transportation, the Offeror shall be responsible for the immediate cleanup and must notify the PWGSC or DCC Representative and take immediate action to recapture spilled material.
- 2) Ensure that a quick and effective response to a spill event is possible. Spill response equipment shall be readily available on-site at all times.
- 3) Response equipment, such as absorbents and open-ended barrels (must be UN performance packaging certified) for collection of clean-up debris, shall be stored in an accessible location onsite. Offeror working on the project shall be knowledgeable about spill response procedures.
- 4) The Offeror must provide a contingency/spill response plan specific to the site work activities. In developing the plan, the Canadian Standards Association publication Emergency Planning for Industry (CAN/CSA-Z731) should be consulted. The plan must be reviewed with all the site workers to enable a quick and effective response to a spill event.
- 5) All spills or leaks, such as those from machinery or fuel storage tanks, must be promptly contained, cleaned up, and reported immediately to the PWGSC or DCC Representative. The spill must be addressed immediately to the satisfaction of the MARLANT, Project Manager, and the MARLANT, CFB Halifax Safety and Environmental Officer (721-6882 or cell 471-3867).

### **SPECIAL INSTRUCTIONS**

1. The invoice must show the following: purchase order number; vehicle's license or unit number; mileage; number of labour hours; unit prices and corresponding discount, if applicable.
2. The parts costs and the labour time for each procedure must be shown separately on every invoice.
3. The description of work completed must show the number of hours, the list of replacement parts, the unit price and the corresponding discount, if applicable.
4. The invoices shall be received when the vehicle or component is completed, or forwarded to the address on page one (1) of the resulting RISO.
5. All call-ups shall be considered separate entities and shall have their own invoice. Work shall not be combined on invoices.

### **REQUIRED VENDOR INFORMATION**

The vendor is to provide, in writing to [BLogStandingOffers@forces.gc.ca](mailto:BLogStandingOffers@forces.gc.ca), throughout the period of the Standing Offer, Order Desk Information:

- a. employee name (s);
- b. phone number (s);
- c. fax number (s);
- d. cell phone number (optional); and
- e. e-mail (optional).

The vendor is to provide, in writing to [BLogStandingOffers@forces.gc.ca](mailto:BLogStandingOffers@forces.gc.ca), throughout the period of the Standing Offer the names and phone numbers of two (2) people to contact for after-hours orders in the event of an emergency. Emergency contact information shall include the employee's name, home and cell phone numbers.

## ANNEX "B"

### BASIS OF PAYMENT

The price of the bids will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales tax excludes, DDP destination, including delivery charges, Canadian customs duties and excise taxes included, **unless otherwise stated**.

The responsive offer with the lowest aggregate total evaluated price (TEP) will be recommended for issuance of a standing offer. Firms must bid on all items in the format requested or your offer will be deemed non-responsive.

#### Year 1

	Description	Unit of Measure	Estimated Annual Usage (A)	Unit Price (B)	Total (C=AxB)
1	24-inch Layflat Inshore Harbour Pollution Boom (50 ft. sections), as fully detailed in Annex A – Routine/Urgent (DDP destination)	Sect	250	\$	\$
2	24-inch Layflat Inshore Harbour Pollution Boom (50 ft. sections), as fully detailed in Annex A – Emergency ( <b>excluding delivery costs</b> )	Sect	40	\$	\$
3	Anchor Cans as fully detailed in Annex A	Each	30	\$	\$
4	Towing Cans as fully detailed in Annex A	Each	15	\$	\$
5	Allowance for replacement parts at net cost, plus a markup of 15% applied	Allowance	N/A	N/A	\$25,000
<b>Year One Total</b>					<b>\$</b>

#### Year 2

	Description	Unit of Measure	Estimated Annual Usage (A)	Unit Price (B)	Total (C=AxB)
1	24-inch Layflat Inshore Harbour Pollution Boom (50 ft. sections), as fully detailed in Annex A – Routine/Urgent (DDP destination)	Sect	250	\$	\$
2	24-inch Layflat Inshore Harbour Pollution Boom (50 ft. sections), as fully detailed in Annex A – Emergency ( <b>excluding delivery costs</b> )	Sect	40	\$	\$
3	Anchor Cans as fully detailed in Annex A	Each	30	\$	\$
4	Towing Cans as fully detailed in Annex A	Each	15	\$	\$
5	Allowance for replacement parts at net cost, plus a markup of 15% applied	Allowance	N/A	N/A	\$25,000
<b>Year Two Total</b>					<b>\$</b>

Solicitation No. - N° de l'invitation  
W010Z-18D001/A  
Client Ref. No. - N° de réf. du client  
W010Z-18D001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-7-79053

Buyer ID - Id de l'acheteur  
HAL405  
CCC No./N° CCC - FMS No./N° VME

**Year 3**

	Description	Unit of Measure	Estimated Annual Usage (A)	Unit Price (B)	Total (C=AxB)
1	24-inch Layflat Inshore Harbour Pollution Boom (50 ft. sections), as fully detailed in Annex A – Routine/Urgent (DDP destination)	Sect	250	\$	\$
2	24-inch Layflat Inshore Harbour Pollution Boom (50 ft. sections), as fully detailed in Annex A – Emergency ( <b>excluding delivery costs</b> )	Sect	40	\$	\$
3	Anchor Cans as fully detailed in Annex A	Each	30	\$	\$
4	Towing Cans as fully detailed in Annex A	Each	15	\$	\$
5	Allowance for replacement parts at net cost, plus a markup of 15% applied	Allowance	N/A	N/A	\$25,000
	<b>Year Three Total</b>				<b>\$</b>

**Option Year 1**

	Description	Unit of Measure	Estimated Annual Usage (A)	Unit Price (B)	Total (C=AxB)
1	24-inch Layflat Inshore Harbour Pollution Boom (50 ft. sections), as fully detailed in Annex A – Routine/Urgent (DDP destination)	Sect	250	\$	\$
2	24-inch Layflat Inshore Harbour Pollution Boom (50 ft. sections), as fully detailed in Annex A – Emergency ( <b>excluding delivery costs</b> )	Sect	40	\$	\$
3	Anchor Cans as fully detailed in Annex A	Each	30	\$	\$
4	Towing Cans as fully detailed in Annex A	Each	15	\$	\$
5	Allowance for replacement parts at net cost, plus a markup of 15% applied	Allowance	N/A	N/A	\$25,000
	<b>Option Year 1</b>				<b>\$</b>

Year 1 \$ \_\_\_\_\_

Year 2 \$ \_\_\_\_\_

Year 3 \$ \_\_\_\_\_

Option Year 1 \$ \_\_\_\_\_

**Total Evaluated Bid \$ \_\_\_\_\_**

Solicitation No. - N° de l'invitation  
W010Z-18D001/A  
Client Ref. No. - N° de réf. du client  
W010Z-18D001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-7-79053

Buyer ID - Id de l'acheteur  
HAL405  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "C"**

### **To PART 3 OF THE REQUEST FOR STANDING OFFERS**

#### **ELECTRONIC PAYMENT INSTRUMENTS**

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

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);

## ANNEX "D" to PART 5 OF THE REQUEST FOR STANDING OFFERS

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Offeror certifies having no work force in Canada.
- ☐ A2. The Offeror certifies being a public sector employer.
- ☐ A3. The Offeror certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Offeror has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1 The Offeror certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Offeror certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Offeror is not a Joint Venture.

OR

- ☐ B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)