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

Pacific Region

401 - 1230 Government Street

Victoria, B.C.

V8W 3X4

Bid Fax: (250) 363-3344

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific Region

401 - 1230 Government Street

Victoria, B. C.

V8W 3X4

Title - Sujet Lifting Devices	
Solicitation No. - N° de l'invitation W6862-180040/A	Date 2018-07-09
Client Reference No. - N° de référence du client W6862-180040	GETS Ref. No. - N° de réf. de SEAG PW-\$VIC-258-7540
File No. - N° de dossier VIC-7-40170 (258)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-08-21	Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Thorne, Darlene	Buyer Id - Id de l'acheteur vic258
Telephone No. - N° de téléphone (250)216-3168 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 19 WING CFB COMOX Bldg 109 PO BOX 1000 STATION MAIN BDLG 109 PROCUREMENT LAZO British Columbia VOR2K0 Canada	
Security - Sécurité This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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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 Statement of Work, the Basis of Payment, the Electronic Payment Instruments and any other annexes.

1.2 Summary

- 1.2.1 The Department of National Defence at Canadian Forces Base Comox has a requirement for a Regional Individual Standing Offer for the supply of labor, material and equipment required to inspect, load test and service overhead cranes, scissor lifts and hoists as detailed in Annex A on an as and when required basis for a period of two years.
- 1.2.2 This requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Canadian Free Trade Agreement (CFTA).

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.4 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (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.

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.

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

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

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

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 7 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 British Columbia.

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

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PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Due to the nature of the RFSO, offers transmitted by epost Connect service and by facsimile will not be accepted.

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

Section I: Technical Offer two hard copies

Section II: Financial Offer one hard copy

Section III: Certifications one hard copy

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

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

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 Basis of Payment attached hereto at Annex B Basis of Payment.

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

C3011T (2013-11-06), 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

The Offeror must clearly demonstrate that it will meet the requirements detailed in Annex A. The Offeror must include the name(s) and resume(s) of the individuals selected by the Offeror to meet the requirements and demonstrate how each individual will be engaged in meeting the requirements of the Work.

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

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.

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.

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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/programs/employment-equity/federal-contractor-program.html#s4) 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 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.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 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.

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 Statement of Work at Annex A.

7.2 Security Requirements

- 7.2.1 The following security requirements SRCL and related clauses apply and form part of the Standing Offer.
 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
 2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.

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3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex D;
 - b. Industrial Security Manual (Latest Edition).

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 in Annex F. 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 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 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 against the Standing Offer is from date of issue for a period of two (2) years.

7.4.2 Extension of Standing Offer

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If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) 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 before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Darlene Thorne
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Victoria Commercial Acquisitions
1230 Government Street, Suite 401
Victoria BC V8W 3X4
Cell Phone: (250) 216-3168
E-mail address: Darlene.Thorne@tpsgc-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.

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: _____

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Telephone: _____

Facsimile: _____

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

Name or Designation
Organization
Address
Contact details: email address/phone number

7.8 Call-up Procedures

1. The Identified User will provide the Contractor with a description of the work using the Standing Offer call-up form specified below.
2. The call-up form will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The call-up form will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Identified User, within 7 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a call-up form authorized by the Identified User or the Standing Offer Authority, as applicable, has been received by the Contractor. The Contractor acknowledges that any work performed before an authorized call-up form has been received will be done at the Contractor's own risk and expense.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed form below:

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. The following form must be used which are available through [PWGSC Forms Catalogue](#) website:
PWGSC-TPSGC 942 Call-up Against a Standing Offer

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7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included).

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$150,000.00 (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 6 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, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex D, Security Requirements Checklist;
- h) Annex C, Insurance Requirements; and
- i) the Offeror's offer dated _____ (*insert date of 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.

7.14 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 British Columbia.

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.

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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 (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 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

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

7.5 Payment

7.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in Annex B. Customs duties 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 Method of Payment

SACC Manual Clause H1000C (2008-05-12) Single Payment

7.5.3 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);
- f. Large Value Transfer System (LVTS) (Over \$25M).

7.5.4 SACC Manual Clauses

C4001C (2014-06-26) Travel and Living Expenses – No allowance for profit and overhead

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7.6 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.
2. 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 authorized call-up form;
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 Standing Offer for certification and payment.
 - b. One (1) copy must be forwarded to the Standing Offer Authority identified under the section entitled "Authorities" of the Contract.
 - c. one (1) copy must be forwarded to the Identified User.

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.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.8 SACC Manual Clauses

A9062C (2011-05-16) Canadian Forces Site Regulations
M3800C (2006-08-15) Estimates

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ANNEX A

STATEMENT OF WORK

Statement of Work
For
Certification and Maintenance of
Lifting Devices for the
Department of National Defence
At Canadian Forces Base Comox

1. Requirement

The Department of National Defence (DND) at Canadian Forces Base (CFB) Comox at Lazlo BC has a requirement to acquire the services of contractor to perform inspections and maintenance of lifting devices on an as and when required basis.

2. Authorization of the Work

All work performed must be authorized by the Technical Authority under an authorized PWGSC call-up form. All forms exceeding \$25,000 must be authorized by the Contracting Authority.

3. Scope of Work

The Contractor must perform the work described in this Statement of Work (SOW) including and not limited to the inspection, maintenance and associated reporting requirements on cranes, scissor lifts and hoists consisting of the labor, materials, special test equipment (use of) and load testing. A comprehensive list of the lifting devices is attached hereto at Appendix A.

4. Deliverables

Inspection Reporting:

The Contractor must perform inspections on the lifting devices detailed in Appendix A in accordance with the Standards and Codes listed in clause 5. Standards and Codes of this SOW. Immediately following inspection of each lifting device the Contractor must affix or amend the tag/sticker that certifies inspection and the period of applicability of the inspection. The certification must also be provided in writing in a Contractor-format Inspection Report to the Technical Authority within 24 hours of completion of the inspection certification.

Maintenance Reporting:

The Contractor must perform maintenance on the lifting devices as and when requested by the Technical Authority in accordance with the applicable Standards and Codes listed in clause 5. Standards and Codes of this SOW. The maintenance work must be detailed in a Contractor-format Maintenance Report to be submitted with any associated Inspection Report to support the call-up and invoicing requirements of the Contract.

5. Standards and Codes

The Contractor must perform testing in accordance with the following Standards and Codes:

- a. National Building Code of Canada (NBC);
- b. Workers Compensation Board;

- c. CSA W47.1 - 92 Certification of Companies for Fusion Welding of Steel Structures;
- d. CSA W59 - 1989 Welded Steel Construction;
- e. CSA Z256 - M87 Safety Code for Material Hoists;
- f. ASTM E709-80 (1985) Standard Recommended Practice for Magnetic Particle Examination;
- g. CGSB 48-GP-1M Recommended Practices for Magnetic Particle Inspection of Commercial Steel Castings, Forgings and Weldments for Surface and Near-Surface Discontinuities;
- h. Canadian Electrical Code Latest Edition;
- i. ANSI-B30.16 Safety Standards for Cableways, Cranes, Derricks, Hoists, Hooks, Jacks and Slings;
- j. Scaffolding to be designated & constructed in accordance with CSAS 269.2;
- k. WorkSafeBC OHS Regulations Part 14 including all amendments up to tender closing date; and
- l. any other applicable code of federal, provincial or local application provided that in any case of conflict or discrepancy the more stringent requirements shall apply.

6. Load Tests

The Contractor must supply and transport test weights for load testing and carry out tests as follows:

- i. Static load test with overload in accordance with industry standards and code requirements for all lifting devices; and
- ii. Dynamic load test with overload and through full range of movement in accordance with industry standards and applicable code requirements.

7. Operational Requirements

The Contractor must:

- a. Provide at least 48 hours' notice to the Technical Authority of the requirement for the services of a DND electrician;
- b. Co-ordinate all tests and post-work inspections with the Technical Authority;
- c. Schedule tests to minimize disruptions to the operations of the workplace; and
- d. Ensure all safety requirements of the immediate work area are strictly adhered to.

8. Location of Work

The Work is required at CFB Comox at Lazo BC. The sole exception to location of the Work is a remote outpost belonging to CFB Comox at CFS Holberg.

To meet Work requirements at CFS Holberg, the Contractor must obtain written authorization of the Technical Authority prior to travel based on the Contractor's written estimate.

9. Contractor Use of Site

The Contractor must:

- a. Obey all posted traffic and speed limit signs;
- b. Park vehicles as directed;
- c. Take all reasonable precautions regarding lock up of empty buildings and secured sites while in his care. Keys should be returned immediately on completion of job. Failure to return keys by completion date could result in the Contractor being held responsible for the cost of lock replacement involved; and
- d. Store any materials as directed by the Technical Authority.

10. Garbage and Waste

The Contractor must:

- a. Remove and safely dispose of all garbage and scrap material from the work site and/or DND property at the end of the workday; and
- b. The DND garbage dumpsters must not be used by the Contractor for disposal of all garbage and scrap material.

11. Flammable Liquids

The Contractor must:

- a. Not transfer flammable liquids within DND buildings; and
- b. Not use flammable liquids with a low flash point such as Naphtha or gasoline as cleaning solvents.

12. Fire Inspections

The Contractor must co-operate with and as applicable, remedy the following:

- a. The Wing Fire Chief shall be allowed unrestricted access to the work site;
- b. Immediately remedy all unsafe situations observed by the Fire Chief;
- c. If applicable, advise the Fire Chief and obtain a Hot Work permit; issued in all cases involving welding, burning or the use of salamanders, in any and all buildings or facilities;
- d. Special precautions are necessary to safeguard life and property from damage by fire or explosives; and
- e. Direct any questions or clarifications on Fire Safety in addition to the above requirements through the Fire Chief.

13. Restraints

- a. DND may provide, free of charge, temporary power and water for the Work.
- b. The Engineer shall determine delivery points and quantitative limits. Obtain written permission from the Technical Authority prior to any connection being made.
- c. Electrical services will be connected by a qualified electrician from DND.

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- d. Provide at no cost to DND all equipment and temporary lines to bring services to work site.
- e. Supply of temporary services by DND is subject to DND requirements and may be discontinued by DND at any time without notice, without acceptance of any liability for damage or delay caused by such withdrawal of temporary services.

14. Services

- a. Services must be provided on an "as required" basis and must be available within five calendar days excluding emergencies.
- b. The Contractor must act upon emergency calls within a two (2) hour period.
- c. The Contractor must accept all calls from the Technical Authority or delegated authority for inspections and/or maintenance as may be required. All requests for services will be confirmed, in writing, using the call-up form.
 - i. Trades people provided on this agreement must be fully qualified in their respective trade with proven experience at the licensed journeyman level.
 - ii. Apprentices must have proven experience in the respective trades and be under the supervision of a licensed journeyman.

15. Invoices

- a. All invoices submitted for payment must include the call-up number.
- b. Invoices are to include a breakdown as follows:
 - i. Rates of pay and hours of work for each tradesperson.
 - ii. An itemized list of materials used, by cost, must be shown on all invoices submitted for payment.
 - iii. Extended total.
 - iv. Goods and Services Tax (GST) to be shown as a separate item.
 - v. Where applicable a copy of sub-contractor's invoice must accompany the invoice against the requisition.
 - vi. Where discount or mark-up is applicable, please indicate separately.
- c. Invoices submitted for payment against this agreement that are not properly identified will be returned to the Contractor for proper annotation before certification for payment is made.

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Appendix A - Lifting Devices

Item #	Location of Device	Type of Device	Safe Load
1.	Quadra Wharf	Cherry Picker Crane Ser # 3006HHA760/24 Model # 12000S	1800 kg
2.	Q25 Shipwright West Side	Monorail Serial # 11172 WestWard Model #V5CHI	900 kg
3.	Q25 Shipwright Out Side	Mobile Gantry Yale Model B-B	900 kg
4.	Hangar 7 Armament Section	Cyclone M2-1263	1,800 kg
5.	Hangar 7 South	Clayton /Yale AZ 228663 Under slung Bridge BEW2-40	1800 kg
6.	Hangar 7 Engine Bay 407	Robin Myers Serial # 824815	4,500 kg
7.	Hangar 7	Robin Myers	1,800 kg
8.	Hangar 7 Engine Bay 414	Shawbox Serial # JS – 84932 Model # L0303050820020	2,700 kg
9.	Hangar 7 Engine Bay 414	Cyclone Serial # M3012D	2,700 kg
10.	Hangar 7, Pod Lab	Budgit H-7153 Serial # 3281 Model # 509149-2	450 kg
11.	Hangar 7, Pod Lab	Fixed Cm Series 622	450 kg
12.	Hangar 7, Skad Lab AMS Safety Systems	Fixed Budget M	900 kg
13.	B121 A E F	Cyclone Mod. M Serial # 16511	900 kg
14.	B121 A E F	Cyclone Mod. M Serial # 16511	900 kg
15.	B121 A E F	Wrights Safe Way	1350 kg
16.	B31 CE Wksp	Yale Load King # 2	1,800 kg
17.	B126 GSE	Yale	1,800 kg
18.	B126 GSE	Cyclone Mod. M Serial # 25814	1,800 kg
19.	B125 Ice Arena	Budgit Serial # 8286 7 - 95	900 kg

Item #	Location of Device	Type of Device	Safe Load
20.	B173 ASR	Budgit Hoist Mod. 11345546 Serial # PH126090	900 kg
21.		Budgit Hoist Mod. 11345546	900 kg

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	B173 ASR	Serial # PH126086	
22.	B101 ME Garage Servicing	Yale	3,600 kg
23.	B101 ME Garage Maintenance	Yale	1,800 kg
24.	B101 ME Garage	Kito Serial No.4064.	1800 kg
25.	B108C Steam Fitters	Cyclone Mod. M Serial # 036QD	450 kg
26.	B108A Steam Fitters	Cyclone Mod. M Serial # 0775PT	450 kg
27.	B108A Steam Fitters	Cyclone Mod. M Serial # 0771PT	450 kg
28.	B108A Steam Fitters	Cyclone Mod. M Serial # 4280PT	450 kg
29.	B85E Armament	Budgit M50508L01 Serial # 3316SR	1,800 kg
30.	262 Armament	P & H RediLift Bridge Serial # 08 304567	1,800 kg
31.	B277 A G S	Gantry Tiger Serial No. 0201	1800 kg
32.	Hanger 14 North Hanger Floor	Vulcan Bridge Serial No. 17850DV A9912D	2700 kg
33.	Hanger 14 North Engine Bay	Vulcan Serial No. 1785ID	900 kg
34.	Hanger 14 South Hanger Floor	Gantron GNS E535.5 MS/401 S/N 03305	3000 kg

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ANNEX B

BASIS OF PAYMENT

The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian Customs Duties and Excise Taxes included.

An offer must comply with all the requirements of the bid solicitation to be declared responsive. The responsive offer with the lowest aggregate evaluated price will be recommended for issuance of a standing offer.

EVALUATION PLAN

Estimated usage figures below are for evaluation purposes only as is the amount of \$20,000 indicated for number 6, to provide a stable calculation using the Firm Mark-up percentage the Bidder Proposes for this requirement. Evaluation: $(A \times B) + (A \times C) + (A \times D) + (A \times E) = F$

Table 1 - Annual Inspection

ANNUAL INSPECTION	EST. QTY PER YEAR (A)	UNIT OF ISSUE	FIRM UNIT PRICE YEAR ONE (B)	FIRM UNIT PRICE YEAR TWO (C)	FIRM UNIT PRICE OPTION YEAR ONE (D)	FIRM UNIT PRICE OPTION YEAR TWO (E)	TOTAL (F)
1. Annual Inspection, load testing and certification of all overhead cranes, hoists and scissor lifts in accordance with attached specification	1	lot	\$	\$	\$	\$	\$

Table 2 – Service Calls

SERVICE CALLS /LABOUR MECHANIC	EST. QTY PER YEAR (A)	UNIT OF ISSUE	FIRM UNIT PRICE YEAR ONE (B)	FIRM UNIT PRICE YEAR TWO (C)	FIRM UNIT PRICE OPTION YEAR ONE (D)	FIRM UNIT PRICE OPTION YEAR TWO (E)	TOTAL (F)
2. Service Calls (including travel and first hour of productive labour) During regular Working Hours (Monday through Friday 07:30 – 15:30)	15	calls	\$	\$	\$	\$	\$
3. Service Calls (including travel and first hour of productive labour) outside regular working hours	2	calls	\$	\$	\$	\$	\$

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4. Labour - Mechanic - During regular Working Hours (Monday through Friday 07:30 – 15:30)- onsite productive labour	75	hours	\$	\$	\$	\$	\$
5. Labour - Mechanic - During outside regular working hours - onsite productive labour	5	hours	\$	\$	\$	\$	\$
6. Material and replacement parts at laid down cost plus a FIRM Mark Up of ____%	\$20,000	lot	\$	\$	\$	\$	\$
TOTAL TABLE 2 :							\$ _____

GRAND TOTAL: Table 1 (f) \$ _____

+ (PLUS) Table 2 (f) \$ _____

= \$ _____

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ANNEX C

INSURANCE REQUIREMENT

1. Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional 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 \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. 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.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

2. Commercial General Liability

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. 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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o. 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.

Send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Standing Offer Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

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vic258
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ANNEX D

SECURITY REQUIREMENTS CHECKLIST

See Attached Security Requirements Check List (SRCL)

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ANNEX E

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USAGE REPORTING

[illegible]

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ANNEX F

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);
- () Large Value Transfer System (LVTS) (Over \$25M)