
TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION.....	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	4
PART 2 - OFFEROR INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF OFFERS	4
2.3 FORMER PUBLIC SERVANT (TO BE COMPLETED BY BIDDER)	4
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS	5
2.5 APPLICABLE LAWS.....	6
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	6
3.1 OFFER PREPARATION INSTRUCTIONS.....	6
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1 EVALUATION PROCEDURES.....	8
4.2 BASIS OF SELECTION.....	8
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	8
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER	8
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION	9
PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS	9
6.1 INSURANCE REQUIREMENTS	9
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	9
A. STANDING OFFER	9
7.1 OFFER.....	9
7.2 SECURITY REQUIREMENTS	9
7.3 STANDARD CLAUSES AND CONDITIONS.....	10
7.4 TERM OF STANDING OFFER	10
7.5 AUTHORITIES	11
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	11
7.7 IDENTIFIED USERS.....	12
7.8 CALL-UP INSTRUMENT	12
7.9 LIMITATION OF CALL-UPS	12
7.10 FINANCIAL LIMITATION.....	12
7.11 PRIORITY OF DOCUMENTS	13
7.12 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	13
7.13 APPLICABLE LAWS.....	13
B. RESULTING CONTRACT CLAUSES	13
7.1 STATEMENT OF WORK.....	13
7.2 STANDARD CLAUSES AND CONDITIONS.....	13
7.3 TERM OF CONTRACT	14
7.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	14

7.5	PAYMENT	14
7.6	INVOICING INSTRUCTIONS	14
7.7	INSURANCE	15
ANNEX "A"	.....	16
STATEMENT OF WORK	.....	16
ANNEX "B"	.....	20
BASIS OF PAYMENT	.....	20
ANNEX "C" TO PART 3 OF THE REQUEST FOR STANDING OFFERS	.....	23
ELECTRONIC PAYMENT INSTRUMENTS	.....	23
ANNEX D	.....	24
STANDING OFFER REPORTING FORM	.....	24

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, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

Work under this Standing Offer Agreement includes the rental of mobile cranes with operators, riggers and associated equipment for User Groups at the Bedford Institute of Oceanography. Rentals shall be on an "as and when requested" basis in the Halifax Metro area and/or Nova Scotia.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Canadian Free Trade Agreement (CFTA).

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

1.3 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2018-05-22) 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 in the RFSO.

2.3 Former Public Servant (to be completed by Bidder)

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 **five (5)** calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5 Applicable Laws

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

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

- Section I: Technical Offer
- Section II: Financial Offer
- Section III: Certifications
- Section IV: Additional Information

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

- Section I: Technical Offer (2 hard copies)

- Section II: Financial Offer (1 hard copy)

- Section III: Certifications (1 hard copy)

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

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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 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](#) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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 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 Financial Evaluation

4.1.2.1 Evaluation of Price - Offer

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price

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.

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.

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 Statement of Work 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) (<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 paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex D. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.
The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31;
4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 30 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 for a period of **two (2)** years from award.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional **three (3) 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.

7.4.3 Delivery Points

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

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Byron Kendell
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Address: 1713 Bedford Row, Halifax, NS B3J 3C9

Telephone: 902-497-5345
Facsimile: 902-496-5016
E-mail address: byron.kendell@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 identified in the call-up against the Standing Offer.

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

7.5.3 Offeror's Representative (to be completed by bidder)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: the user groups (Users) at Bedford Institute of Oceanography (BIO) which includes Fisheries and Oceans Canada, Environment Canada, Department of National Defense, Public Services and Procurement Canada, and the Canadian Coast Guard.

7.8 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 2 and 3 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.

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ **completed at award** (Applicable Taxes included).

7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ **completed at award** (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 **3 (three)** months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) the Offeror's offer dated _____ (*insert date of offer*).

7.12 Certifications and Additional Information

7.12.1 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.

7.12.2 SACC Manual Clauses

M3020C (2016-01-28), Status of Availability of Resources - Standing Offer

7.13 Applicable Laws

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

The work 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 a ***firm unit price, as specified in Annex B***. Customs duties are included and Applicable Taxes are extra.

7.5.2 Limitation of Price

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

7.5.3 SACC Manual Clauses

[H1000C](#) (2008-05-12), Single Payment

7.5.4 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)

7.6 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.

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;

Solicitation No. - N° de l'invitation
F5956-180001
Client Ref. No. - N° de réf. du client

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

Buyer ID - Id de l'acheteur
ha1405
CCC No./N° CCC - FMS No./N° VME

- 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 detailed in each individual Call-up.

7.7 Insurance

SACC *Manual* clause [G1005C](#) (2016-01-28), Insurance

ANNEX "A"

STATEMENT OF WORK

TITLE: RENTAL OF WINCHES/HOISTS/CRANES

Scope:

Rental of mobile cranes with operator, riggers (as required), and associated equipment, by the user groups (Users) at Bedford Institute of Oceanography (BIO) which includes Fisheries and Oceans Canada, Environment Canada, Department of National Defense, Public Services and Procurement Canada and the Canadian Coast Guard. Rentals shall be on an "as and when required" basis in the Halifax Metro area and/or Nova Scotia.

Individual groups will effect call-ups against the standing offer. It will be the responsibility of the groups making the call-up to pay for the services and to report activity to Ocean Engineering and Technology Section at the Bedford Institute of Oceanography.

Rentals may be on a short term or long term basis, usually on short notice, and must include all associated costs, including but not limited to, the equipment operator, fuel, transportation fees, insurance and associated equipment.

Purpose of rentals includes but is not limited to work associated with construction and renovations, ship mobilizations, container and equipment transport, equipment recovery operations, and ship repair operations carried out at Bedford Institute of Oceanography and various other locations throughout the province of Nova Scotia.

Conditions:

1. Offerors **MUST** be capable of providing all the items listed in **Table 1** of Annex B (Deliverables list). Failure to provide these items will result in your bid being deemed non-responsive.
2. Rentals could be on a short term or long-term basis;
3. Rentals will mainly be required on short notice, as Users are not always able to forecast rental requirements;
4. The Offeror shall be responsible for mechanical repairs, maintenance, replacement of worn tires, and warranty servicing of all equipment rented. Users shall incur no cost where equipment fails to operate, replacement equipment shall be provided by the Offeror;
5. The Offeror shall be responsible for supplying all lifting apparatus such as hooks, lugs, slings, bridles, load spreader beams, and man-lift baskets.
6. Equipment shall be in serviceable condition at all times during the period of this agreement, and shall meet all Federal, Provincial, and Municipal requirements;
7. All maintenance will be done after hours unless approved by the customer. If maintenance is approved during the day Users will not be charged for the time the crane is down. If crane maintenance is due on long terms cranes rented by Users the servicing shall be conducted

-
- during non-operational hours or equipment switched out. If a rental crane breaks down while hired by the Users, the Vendor has one hour to switch out the piece of equipment.
8. The Offeror must provide an after hour telephone number to be utilized in the event of cancellations or emergency requests;
 9. The Offeror is to have equipment on site within 1 hour of being hired during normal working hours, unless prohibited by the geographical area, i.e. Job site out of Halifax Regional Municipality;
 10. All rental rates commence from the time the equipment is dispatched from the Offeror's location and ceases upon the return of the equipment to the Offeror's location (to a maximum of 1 hour unless geographical area prohibits this as per the above statement 6);
 11. All rates based on a three (3) hour minimum Monday to Friday and a four (4) hour minimum Saturday, Sunday and holidays (only those holidays regularly observed by the Offeror). All rental rates are to include fuel, equipment operator and insurance;
 12. Jobs requiring escorts, police guards, flag persons, hydro persons for power interruptions, wire removal, barricades, special parking permits on streets and sidewalks, and special move permits, etc., shall be an extra charge (at cost) to User.
 13. Cranes shall meet the requirements necessary to lift personnel in accordance with CSA Z150 (<http://legislation.ccohs.ca/legislation/documents/stds/csa/cscmc11e.htm>) and DOE-STD-1090-2011 (<http://energy.gov/ehss/downloads/doe-std-1090-2011>)

Hours of Work

1. Straight time – between 0800hrs to 1630hrs Monday to Friday
2. Overtime – between 1630hrs to 0800hrs Monday to Friday
3. Double time – between 1630hrs Friday to 0800hrs Monday and Holidays (regularly observed by the Offeror's company)
4. One week will be deemed to be five (5) consecutive days (Monday to Friday)

Codes and Standards

The Offeror 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 Users' Representative at the start of the rental period for serviceability. The Offeror shall make right at no cost to the crown if rental equipment fails said inspection.

Security

The Offeror agrees to follow procedures as laid out by DFO Real Property, Safety, and Security (RPSS) upon entering the confines of Government of Canada's worksite. Further to this, all vehicles owned and/or operated by the Offeror are subject to being searched at any time in accordance with standing regulations.

Use of Cellular Telephones

Drivers (Operators) of vehicles are to refrain from operating cellular telephones while the vehicle is in

motion on GOC property and worksites.

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 GOC property and worksites.

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 PSPC or DFO RPSS 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.

All spills or leaks, such as those from machinery or fuel storage tanks, must be promptly contained, cleaned up, and reported immediately to the Users' Representative, and DFO RPSS Representative. The spill must be addressed immediately, on all worksites, to the satisfaction of the Environmental Emergency Response Plan (EERP) Coordinator– **RPSS, the BIO Site Manager, and Users' Representative.**

Site Manager **completed at award**, PSPC 902-____-____
(As delegated by DFO)

EERP Coordinator – DFO RPSS **completed at award** 902____-____

Operational Guidelines for BIO and the DFO Compound at CFB Shearwater:

Operational procedures are covered under [BIO Wharf and Facility Guidelines](#) and the [Shearwater Site and J Hangar Storage Rules and Procedures](#). The guidelines are universal for all Users at BIO and are intended ensure a safe and efficient work area. Both guidelines provide details for operating on-site and it will be the responsibility of the Users' Representative to ensure that the Offeror is informed of procedures so they may abide by the requirements laid out in the manuals. Both guidelines will be made available to the Offeror upon award of the contract.

Solicitation No. - N° de l'invitation
F5956-180001
Client Ref. No. - N° de réf. du client

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

Buyer ID - Id de l'acheteur
ha1405
CCC No./N° CCC - FMS No./N° VME

CFB Shearwater is an active airbase with low flying traffic. There are special protocols in place that must be followed before and during operations at this site. User's Representative will be present and responsible to ensure that all operations at this site strictly adhere to these protocols.

ANNEX "B"

BASIS OF PAYMENT

The Financial Evaluation Total will be used for evaluation purposes only and does not represent a commitment on the part of Canada.

All pricing to perform the work as described in the Statement of Work at Annex A, is to be included and accounted for within the pages of this attachment, and is to be submitted as your financial proposal at the time of bid closing.

The Offeror **MUST** complete the Hourly Rate (B,C,D,E) and the Extended Total $F = (A * (B+C+D+E))$ columns for all line items in Table 1. Calculate the total by adding up the extended totals, column F. In the event the Total Evaluated Price is not correctly calculated the unit rate will prevail.

The total price for financial evaluation purposes will be the total of Table 1 only.

The Estimated Expenditure must be in Canadian currency and must not include any amount for the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) as may be applicable.

The Offeror's total price is for evaluation purposes only and is to be calculated as follows:

The rate per hour is to include the furnishing of all equipment, equipment operators, fuel, insurance, permit fees and incidental costs, necessary or proper for the completion of the work, except as may be otherwise expressly provided in the Request for Standing Offer. All costs for overhead, profit, financing, general requirements, contingencies, etc. are to be included in the Standing Offer Amounts.

"Extras" will not be allowed. It is the responsibility of the Contractor to take into account traffic, weather and other common mitigating factors.

The cranes listed in Table 1 are those cranes regularly used by Users at BIO. All Offeror's are required to be capable of offering, at a minimum, those listed cranes. **Failure to provide all the items listed in Table 1 will result in your offer being deemed non-responsive.**

Offeror will clearly indicate the size of the crane to be supplied in each case where the Offeror's equipment deviates from the exact equipment size (in tons) specified in the "Description" column of Table 1.

TABLE 1 – Cranes and Services (Mandatory)

Item	Description	Est. Usage (Hrs.)	Hourly Rate				Extended Total
			Initial 2 Year Period	Option Year 1	Option Year 2	Option Year 3	
		(A)	(B)	(C)	(D)	(E)	(F) = (A x (B+C+D+E))
1	27 ton (minimum) hydraulic	15	\$	\$	\$	\$	\$
2	27 ton Overtime rate	10	\$	\$	\$	\$	\$
3	27 ton Double-time rate	10	\$	\$	\$	\$	\$
4	50 ton (minimum) hydraulic	20	\$	\$	\$	\$	\$
5	50 ton Overtime rate	10	\$	\$	\$	\$	\$
6	50 ton Double-time rate	10	\$	\$	\$	\$	\$
7	90 ton (minimum) hydraulic	45	\$	\$	\$	\$	\$
8	90 ton Overtime rate	10	\$	\$	\$	\$	\$
9	90 ton Double-time rate	10	\$	\$	\$	\$	\$
10	110 ton (minimum) hydraulic	50	\$	\$	\$	\$	\$
11	110 ton Overtime rate	10	\$	\$	\$	\$	\$
12	110 ton Double-time rate	10	\$	\$	\$	\$	\$
13	200 ton (minimum) hydraulic	10	\$	\$	\$	\$	\$
14	200 ton Overtime rate	10	\$	\$	\$	\$	\$
15	200 ton Double-time rate	10	\$	\$	\$	\$	\$
16	Rigger	75	\$	\$	\$	\$	\$

Item	Description	Est. Usage (Hrs.)	Hourly Rate				Extended Total
			Initial 2 Year Period	Option Year 1	Option Year 2	Option Year 3	
		(A)	(B)	(C)	(D)	(E)	(F) = (A x (B+C+D+E))
17	Rigger Overtime rate	20	\$	\$	\$	\$	\$
18	Rigger Double-time rate	10	\$	\$	\$	\$	\$
19	Tractor and ~53 ft Flatbed trailer support	25	\$	\$	\$	\$	\$
20	Tractor and ~53 ft Flatbed trailer Overtime rate	10	\$	\$	\$	\$	\$
21	Tractor and ~53 ft. Flatbed trailer Double-time rate	10	\$	\$	\$	\$	\$
Total Evaluated Price (Sum of (F))							\$

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

ANNEX D

Standing Offer Reporting Form

Please fax to the Standing offer authority named herein.

Please use the Standing Offer number in the Subject line and clearly indicate:

- The standing offer number for which data is submitted;
- The period for which the data has been accumulated (start date to end date);
- The Department with whom the standing offer was arranged;
- The start date and the end date for the standing offer; and
- The total spend to date, by government department.

Standing Offer		(Insert Standing Offer #)	Start Date of SO (DD/MM/YYYY)	End Date of SO (DD/MM/YYYY)	
Total Value to Date (\$)		Total Value for Reporting Period (\$)	Start Reporting Period (DD/MM/YYYY)	End Reporting Period (DD/MM/YYYY)	
Department Requesting	Order Number	Work Description	Date of Order	Date of Delivery	Value of Order (not including HST)