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Bid Receiving Unit – Mailroom  
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588 rue Booth Street  
Ottawa, Ontario  
K1A 0E4

**Attention: Valerie Holmes**

**Request for Standing Offer**

**Demande d'offre à commandes**

Canada, as represented by the Minister of Natural Resources Canada, hereby requests a Standing Offer on behalf of the client identified herein.

Le Canada, représenté par le ministre des Ressources naturelles Canada, autorise par la présente, une offre à commandes au nom de client identifié ci-après

**Comments – Commentaires**

**If using a courier service to deliver your bid response, please ensure that the Bid Solicitation Number, closing date and time are identified on the front of the courier envelope**

**Issuing Office – Bureau de distribution**

Finance and Procurement Branch  
Natural Resources Canada  
580 Booth Street, 5th Floor  
Ottawa, Ontario  
K1A 0E4

<b>Title – Sujet</b> <b>Tent and Tarp Repairs Standing Offer</b>	
<b>Solicitation No. – No de l'invitation</b> <b>NRCan-5000042360</b>	<b>Date</b> November 21, 2018
<b>Client Reference No. - N° de reference du client</b> 5000042360	
<b>Requisition Reference No. - N° de la demande</b> 150117	
<b>Solicitation Closes – L'invitation prend fin</b> <b>at – à 02:00 PM EST</b> <b>on – le December 10, 2018</b>	
<b>Address Enquiries to: - Adresse toutes questions à:</b>  <b>Valerie Holmes</b> <a href="mailto:Valerie.holmes@canada.ca">Valerie.holmes@canada.ca</a>	<b>Buyer ID – Id de l'acheteur</b>  <b>AB4</b>
<b>Telephone No. – No de telephone</b> (343) 292-8371	<b>Fax No. – No. de Fax</b> (613) 947-5477
<b>Security – Sécurité</b> This Standing Offer does not have a security requirement Cette d'offre à commandes n'est pas une exigence de sécurité	
<i>If marked "X" please see the box to the left</i> <input checked="" type="checkbox"/> <b>Acknowledgement copy required</b> <i>S'il ya un "X" ici, s.v.p. voir la boîte à la gauche</i> <b>Accusé de réception requis</b>	
<b>Destination – of Goods, Services and Construction:</b> <b>Destination – des biens, services et construction:</b>  Natural Resources Canada 2464 Sheffield Road, 1 <sup>st</sup> Floor Ottawa, Ontario K1B 4E5	
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>          <b>Telephone No.:- No. de téléphone:</b> _____ <b>Facsimile No.: - No. de télécopieur:</b> _____ <b>Email : - Courriel :</b> _____	
<b>Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur</b> (taper ou écrire en caractères d'imprimerie)	
_____ <b>Signature</b>	_____ <b>Date</b>



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## **PART 1 – GENERAL INFORMATION**

### **1. Introduction**

The Request for Standing Offer (RFSO) is divided into seven (7) parts plus attachments and/or annexes, as follows:

- Part 1 General Information:** provides a general description of the requirement;
- Part 2 Offerors 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:

- Annex “A”** – the Statement of Work
- Annex “B”** – the Basis of Payment\
- Annex “C”** – the Vendor Performance Evaluation
- Annex “D”** – Quarterly Reporting Spreadsheet

### **2. Summary**

By means of this Request for Standing Offer (RFSO), Natural Resources Canada (NRCan) is seeking offers from Offerors to supply services to the Technical Field Support Services (TFSS), Polar Continental Shelf Program (PCSP) in the National Capital Region (NCR) for tarp and tent repairs.

#### **2.1 Trade Agreements**

There are no Trade Agreements applicable to this requirement.

#### **2.2 Comprehensive Land Claims Agreement**

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



### **3. Security Requirement**

There is no security requirement associated with this RFSO or any resulting call-up issued against the awarded Standing Offer (SO).

### **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

### 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. Anywhere within the RFSO:

**Sub-Section 5.2 - Submission of Offers of 2006 (2018-05-22)**, Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements, is amended as follows:

DELETE: PWGSC  
INSERT: NRCan

**Sub-Section 5.4 - Submission of Offers of 2006 (2017-04-27)** Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements, is amended as follows:

DELETE: 60 days  
INSERT: 120 days

**Subsection 8.1 – Transmission by Facsimile of 2006 (2017-04-27)** Standard Instructions – Request for Standing Offers - Goods or Services – Competitive Requirements, is amended as follows:

DELETE: (819) 997-9776  
INSERT: not accepted by facsimile

### 2. Submission of Offers

Offers must be submitted only to Natural Resource Canada (NRCan) Bid Receiving Unit by the date, time and place indicated in the RFSO and on Page 1 of the RFSO.

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

### 3. Former Public Servant

For the purposes of this clause,

**"Former public servant"** means a 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 and includes:

- (a) An individual;
- (b) An individual who has incorporated;
- (c) A partnership made up of former public servants; or
- (d) 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 Public Service.



"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 (FPS) in Receipt of a Pension**

As per the above definitions, is the Offer a FPS in receipt of a pension as defined above? **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 a 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: \_\_\_\_\_  
 Number of weeks: \_\_\_\_\_
- (g) Number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program:  
 \_\_\_\_\_
- (h) Other Contracts subject to Work Force Adjustment Directive:

**Contract Number:**

**Contract Amount (Professional Fees):**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

**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.

## **5. Applicable Laws**

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

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





## **PART 3 – OFFER PREPARATION INSTRUCTIONS**

### **1. Offer Preparation Instructions**

Canada requests that Offerors provide their Offer as follows:

#### **ELECTRONIC STORAGE MEDIA**

Since NRCan is working towards a greener environment by eliminating all hard copy file folders, we prefer to have all bids on a CD/DVD or USB. If you wish to submit in this format, please provide the following:

##### **Section I – Technical Bid**

1 copy on CD/DVD or USB

##### **Section II – Financial Bid**

1 copy on same CD/DVD or USB but **saved separately**

##### **Section III – Certifications**

1 copy on same CD/DVD or USB but **saved separately**

**Note: NRCan will accept Hard Copies, however it is NRCan’s preference that you submit as per the above in order to support our Green Initiative. Due to the nature of the RFSO, offers transmitted by facsimile will not be accepted.**

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

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 are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or 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

#### **1.1 Exchange Rate Fluctuation**

SACC C3011T (2013-11-06)

##### **Section III – Certifications**

Offerors must submit the certifications required under Part 5.



## PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offer (RFSO) including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### 1.1 Technical Evaluation

The Bidder must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement. The offer, which fails to meet the mandatory technical criteria, will be declared non-responsive. Each mandatory technical criteria must be addressed separately.

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
<b>M1</b>	The Offeror <b>MUST</b> be able to provide transportation for the pick up and return of equipment. The Offeror <b>MUST</b> be capable of transporting approximately 190 cu. Ft (3 large boxes of 4x4x4 ft) of material.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M2</b>	The Offeror <b>MUST</b> be able to handle the equipment as detailed under the Scope of the Statement of Work in Annex "A".	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M3</b>	The Offeror <b>MUST</b> have a minimum of five (5) years of experience with industrial canvas equipment and material repairs in either the private sector of the Canadian government (municipal, provincial, federal)	<input type="checkbox"/> Yes <input type="checkbox"/> No	

#### 1.2 Point Rated Technical Criteria

Item	Requirement	Points Breakdown	Max Points	Cross reference to proposal (identifying page where information can be found)
<b>R1</b>	The Offeror has a minimum of five (5) years of experience with industrial canvas equipment and material repairs in either the private sector of the Canadian government (municipal, provincial, federal)	>5 – 6 years      6 >6 – 7 years      7 >7 – 8 years      8 >8 – 9 years      9 >9 – 10 years+    10  <b>Bonus Experience:</b> Federal Gov't    5	<b>15</b>	
<b>Total Technical Points Available:</b>			<b>15</b>	

#### 1.3 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.

### 2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offer 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.

### **1. Certifications Required with the Offer**

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

#### **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.

### **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.

#### **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.

#### **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.

### **3. Additional Certifications Precedent to Issuance of a Standing Offer**

#### **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.

**3.2 Integrity Provisions – Certification**

In accordance with 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 Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

**List of Names:** All applicants, regardless of their status under the policy, must have the following information at the time to participate in a procurement process:

Suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;

Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners;

Suppliers that are a partnership do not need to provide a list of names.

Name of Supplier: \_\_\_\_\_

OR

Name of each member of the joint venture:

Member 1: \_\_\_\_\_

Member 2: \_\_\_\_\_

Member 3: \_\_\_\_\_

Member 4: \_\_\_\_\_

Identification of the directors / owners:

NAME	FIRST NAME	TITLE



### 3.3 *Aboriginal Designation*

Who is eligible?

a) An Aboriginal business, which can be:

- i. a band as defined by the Indian Act
- ii. a sole proprietorship
- iii. a limited company
- iv. a co-operative
- v. a partnership
- vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The bidder must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

- Our Company is NOT an Aboriginal Firm, as identified above.
- Our Company is an Aboriginal Firm, as identified above

---

Signature of Authorized Representative

---

Date



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

### **1. Security Requirement**

There is no security requirement associated with this RFSO or any resulting Call-up.

### **2. Insurance Requirements**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under this Request for Standing Offer 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

#### 1. Offer

The Offeror offers to perform the Work in accordance with Annex “A” – Statement of Work.

#### 2. Security Requirement

There is no security requirement associated with this Standing Offer or any resulting Call-ups issued against the Standing Offer.

#### 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.

##### 3.1 General Conditions

**2005 (2017-06-21) – General Conditions – Standing Offers – Goods or Services**, apply to and form part of the Standing Offer.

- As applicable, replace Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCan).

##### 3.2 Standing Offer Reporting

The Offeror must compile and maintain records on its provision of goods and services Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex “D” – Standing Offer Reporting. 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 **ten (10)** calendar days after the end of the reporting period.

##### 3.3 Foreign Nationals

SACC Manual clause [A2000C](#) (2006-06-16) - Foreign Nationals (Canadian Contractor)



## 4. Dispute Resolution

### *Mediation*

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of Canada Inc. (AMIC). The parties acknowledge receipt of the rules of AMIC. The cost of mediation shall be borne equally by the parties.

### *Arbitration*

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator.

The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

### *Meaning of "Dispute"*

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

## 5. Term of Standing Offer

### *5.1 Period of the Standing Offer*

The period for making call-ups against the Standing Offer is from date of award to December 31, 2019.

### *5.2 Option to Extend the Standing Offer*

NRCan reserves the right to extend the period of the Standing Offer for up to **four (4)** additional **twelve (12)** month periods, under the same terms and conditions. NRCan may exercise the option, or any extension thereof, at any time by written notice to the Offeror (Contractor) at least 30 calendar days prior to the Standing Offer expiry date.

The Offeror agrees that, during the extended period of the Standing Offer, the rates/prices will be in accordance with the provisions of the Standing Offer.

The option may only be exercised by the Project Authority and any extension to the period will be evidenced through a formal Standing Offer amendment issued by the Contracting Authority.





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

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

### 5.4 *Standing Offer Holder Performance Evaluation*

NRCan will be evaluating the performance of all Standing Offer Holders during the course of **each** awarded Call-up. The performance will be evaluated against Annex "D" – Vendor Performance Evaluation, upon completion of each call-up. The Vendor Performance Evaluation will be used to ensure the Standing Offer Holders are providing quality services under each call-up.

The purpose of the Vendor Performance Sheet is intended to promote ongoing communications with and acceptable performance from the Standing Offer Holders. The Vendor Performance Evaluation is to be used for **each** completed call-up by a selected SO Holder and the SO Holder will be provided a copy of the assessment of their performance. The SO Holder shall have the opportunity to provide comments on their scored performance. At the end of each call-up, the Vendor Performance Evaluation will be provided to the SO Holder for their response and the final score attributed by NRCan shall be deemed final, at NRCan's full discretion.

Failure to pass the Vendor Performance Evaluation with a score of 80% or higher could result in the SO Holder being penalized for their performance. Such penalties could result in one or more of the following:

- Meet with NRCan, at the Vendor's expense, to review the issues and to determine how to resolve the issue(s);
- Deny inviting the SO Holder on the next two (2) opportunities, after the first two (2) scores obtained below 80%;
- Deny inviting the SO Holder on any future requirements during the full duration of the Standing Offer, including option periods, after the fourth failed score obtaining below 80%.

## 6. **Authorities**

### 6.1 *Standing Offer Authority*

The Standing Offer Authority is:

**Valerie Holmes**

Procurement Specialist  
Natural Resources Canada  
580 Booth Street, 5<sup>th</sup> Floor  
Ottawa, Ontario  
K1A 0E4  
Tel: 343-292-8371  
Email: [valerie.holmes@canada.ca](mailto:valerie.holmes@canada.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.

### 6.2 *Project Authority*

The Project Authority for the Standing Offer is:

*Inserted at time of award of 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 under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.



### 6.3 Offeror's Representative

The Offeror's Representative for the Standing Offer is:

Name:

Title:

Tel:

Email:

## 7. 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.

## 8. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: **Natural Resources Canada (NRCan)**

## 9. Call-up Procedures

When there is only one qualified supplier, the Technical Authority will establish the Scope of Services to be performed under each individual Call-up and will negotiate a price offer based on service and in accordance with the Basis of Pricing.

If there is more than one qualified supplier and have been awarded a Standing Offer, then the Standing Offers will be ranked (based on pricing) and used based on first point of refusal as detailed below:

### Right of first refusal basis:

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked Offeror to determine if the requirement can be satisfied by that Offeror. If the highest-ranked Offeror is able to meet the requirement, a call-up is made against its standing offer. If that Offeror is unable to meet the requirement, the identified user will contact the next ranked Offeror. The identified user will continue and proceed as above until one Offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked Offeror is unable to fulfill the need, the identified user is required to document its file appropriately. The resulting call-ups are considered competitive and the competitive call-up authorities can be used.

However, if NRCan needs to continue with a particular company for continuity of results, NRCan reserves the right to go to this company regardless of whether or not another company offers a lower price or ranked first.

## 10. Call-up Instrument

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

1. Call-ups must be made by the Identified User's authorized representatives under the Standing Offer and must be for goods or services or combination of goods or services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. A call-up against a Standing Offer (Form 942) will be used

## 11. Limitation of Call-ups

Individual Call-ups against the Standing Offer must not exceed **\$40,000.00** (Applicable Taxes included).



## 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) **Annex “A”** – the Statement of Work;
- e) **Annex “B”** – the Basis of Payment;
- f) **Annex “C”** – Vendor Performance Evaluation;
- g) **Annex “D”** – Quarterly Reporting Spreadsheet; and
- h) the Offeror’s offer dated \_\_\_\_\_.

## 13. Certifications and Additional Information

### 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.

## 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 Ontario.

## B) RESULTING CONTRACT CLAUSES

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

### 1. Statement of Work

The Contractor must provide the items detailed in the call-up against the Standing Offer.

### 2. Standard Clauses and Conditions

#### 2.1 General Conditions

**2035 (2018-06-21), General Conditions – Higher Complexity – Services**, apply to and form part of the Contract.

### 3. Dispute Resolution

#### *Mediation*

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of Canada Inc. (AMIC). The parties acknowledge receipt of the rules of AMIC. The cost of mediation shall be borne equally by the parties.

#### *Arbitration*

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The



arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator.

The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

#### *Meaning of "Dispute"*

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

### **3.1 Foreign Nationals**

SACC Manual clause [A2000C](#) (2006-06-16) - Foreign Nationals (Canadian Contractor)

## **4. Term of Contract**

### **4.1 Delivery Date**

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

## **5. 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.

## **6. Payment**

### **6.1 Basis of Payment – Firm Hourly Rates**

The Contractor will be paid firm hourly rates, for work performed in accordance with the Contract. Customs dues are included and Applicable Taxes are extra.

### **6.2 Method of Payment**

#### **Monthly Payment**

Canada will pay the Offeror on a monthly basis for work performed during the month covered by an invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work performed has been accepted by Canada.



## 7. Invoicing Instructions

Invoices shall be submitted using **one of the following methods:**

<p><u>E-mail:</u></p> <p><a href="mailto:NRCan.invoice_imaging-service_dimagerie_des_factures.RNCan@canada.ca">NRCan.invoice_imaging-service_dimagerie_des_factures.RNCan@canada.ca</a></p> <p><b>Note:</b> Attach "PDF" file. No other formats will be accepted</p>	<p><b>OR</b></p>	<p><u>Fax:</u></p> <p>Local NCR region: <b>613-947-0987</b> Toll-free: <b>1-877-947-0987</b></p> <p><b>Note:</b> Use highest quality settings available.</p>
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Please do not submit invoices using more than one method as this will not expedite payment.

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the following reference numbers: Call-up number: \_\_\_\_\_

Invoicing Instructions to suppliers: <http://www.nrcan.gc.ca/procurement/3485>

## 8. Insurance Requirements

SACC Manual Clause G1005C (2008-05-12) – Insurance

## 9. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).



## ANNEX “A” – STATEMENT OF WORK

### SW1 Title

**Tent and Tarp Repairs Standing Offer**

### SW2 Background

In accordance with Natural Resource Canada's legislative authorities, Polar Continental Shelf Program (PCSP) coordinates field logistics in supporting of advancing scientific knowledge and management of Canada's lands and natural resources. As a national service delivery organization, Polar Continental Shelf Program coordinates logistics for Canadian government agencies, Provincial, Territorial and northern organizations, universities and independent groups conducting research.

PCSP field logistics support includes:

- Transportation
- Communications
- Accommodation
- Field equipment

Repairs to tents and tarps are required to ensure that PCSP delivers on its mandate

### SW3 Objective

To supply tent and tarp repair services to the Polar Continental Shelf Program (PCSP), Natural Resources Canada (NRCan), Ottawa, Ontario. Services are to be provided from date of contract award to December 31, 2019, with the possibility of four options years.

### SW4 Scope of Work

The services required are to be provided to PCSP, located at 2464 Sheffield Road, Ottawa, Ontario, K1 B 4E5.

### SW5 Project Requirements

#### SW5.1 *Tasks, Deliverables, Milestones and Schedule*

#### **TASKS:**

The Contractor shall be responsible for, but not limited to, the following:

- Provide PCSP with a quote outlining the estimated costs of the repairs of the tents and tarps submitted for repair;
- Provide transportation for pickup and return of equipment to and from PCSP facility during the regular hours of the operation of the warehouse (weekday's 07:30 to 16:00 hrs);
- Use material that is of the same or greater quality that will meets fire resistant and waterproof specifications for all repairs.

#### **DELIVERABLES:**

The contractor shall be responsible for, but not limited to, the following:

- Turn around time (from pick-up of damaged items to delivery of repaired items) should be no more than 15 business days, unless agreed to by both parties;
- Respond to pick-up request within 3 business days;
- Submit invoices no later that 15 business days following delivery of repaired items.



## ANNEX “B” – BASIS OF PAYMENT

The Offeror is required to provide firm, all-inclusive rates, in Canadian Funds, Applicable Taxes extra. The format for submitting rates should conform to the following grid.

<b>Requirement</b>	<b>Hourly Rate</b>
Cotton Canvas Tent Repairs	\$
Cotton Canvas Tarp Repairs	\$
Nylon Tent Repairs	\$
Nylon Bag Repairs	\$
Acrylic Tarp Repairs	\$
Vinyl Tarp Repairs	\$
Acrylic Tent Skirt Repairs	\$
Vinyl Tent Skirt Repairs	\$
Other Repairs	\$

Note: the Contracting Authority will determine the lowest priced Offeror per item and issue call-ups accordingly.



## ANNEX "C" – VENDOR PERFORMANCE EVALUATION

Call-up Number: \_\_\_\_\_

Details of Requirement: \_\_\_\_\_

Date: \_\_\_\_\_

	Strongly Disagree (40%)	Disagree (60%)	Agree (80%)	Strongly Agree (100%)
The SO Holder delivered to our satisfaction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The SO Holder delivered on schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The SO Holder provided repairs as per our specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The SO Holder provided repairs in a timely manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Any other comments?

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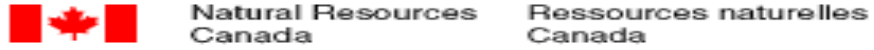
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## ANNEX "D" – QUARTERLY REPORTING SPREADSHEET



### Tent and Tarp Repairs

This Report is to be provided to the Standing Offer Contracting Authority: Valerie Holmes

Tel: 343-292-8371

Email: valerie.holmes@canada.ca

Please select your name from the drop down list provided below.

PBN:

Details of Primary Contact regarding this Report

Name:   
 Title:

Tel:   
 Email:

If applicable, alternate contract regarding this report

Name:   
 Title:

Tel:   
 Email:

REPORTING PERIOD:

TOTAL UTILIZATION VAULE FOR THE PERIOD:

\$

SA NUMBER:

	Contract or Amendment	Contract Number	Amendment Number	Contract/ Amendment Issuance Date (DD-MM-YYYY)	Contract Start Date (DD-MM-YYYY)	Contract End Date (DD-MM-YYYY)	Delivery Location	Project Authority	Total Contract / Amendment Value	Comments
1										
2										
3										
4										
5										
6										
7										