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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

Title – Sujet Small Engine Repairs Standing Offer	
Solicitation No. – No de l'invitation NRCAN-5000042499	Date December 13, 2018
Client Reference No. - N° de reference du client 5000042499	
Requisition Reference No. - N° de la demande 150314	
Solicitation Closes – L'invitation prend fin at – à 02:00 PM EDT on – le January 7, 2019	
Address Enquiries to: - Adresse toutes questions à: Valerie Holmes Valerie.holmes@canada.ca	Buyer ID – Id de l'acheteur AB4
Telephone No. – No de telephone (343) 292-8371	Fax No. – No. de Fax (613) 947-5477
Security – Sécurité This Standing Offer does have a security requirement Cette d'offre à commandes est une exigence de sécurité	
<i>If marked "X" please see the box to the left</i> <i>S'il ya un "X" ici, s.v.p. voir la boîte à la gauche</i>	<input checked="" type="checkbox"/> Acknowledgement copy required Accusé de réception requis
Destination – of Goods, Services and Construction: Destination – des biens, services et construction: Natural Resources Canada 2464 Sheffield Road, 1 st Floor Ottawa, Ontario K1B 4E5	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur Telephone No.:- No. de téléphone: _____ Facsimile No.: - No. de télécopieur: _____ Email : - Courriel : _____	
Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
_____ Signature	_____ Date



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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
- Annex “E”** – Insurance Requirement
- Annex “F”** – Security Requirement Checklist

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

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 Reduction Program Restrictions:

Contract Number:

Contract Amount (Professional Fees):

Three horizontal lines for Contract Number input

Three horizontal lines for Contract Amount input

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 as follows:

- Technical Bid (on same CD/DVD or USB but **saved separately**)
- Financial Bid (on same CD/DVD or USB but **saved separately**)
- Certifications (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 \(http://www.tpsgc-pwsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html\)](http://www.tpsgc-pwsc.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
M1	The Bidder must be able to perform all the service, maintenance and repairs on location at the PCSP's warehouse small engine workshop, during regular hours of operation.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M2	The Bidder must be able to handle the equipment as detailed under the Scope of the Statement of Work – Annex "A".	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M3	The Bidder must have a minimum of five (5) years of experience in small engine and miscellaneous equipment repairs in either the private sector or federal government.	<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)
R1	The Offeror has a minimum of five (5) years of experience with industrial equipment and material cleaning 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 Bonus Experience: Federal Gov't 5	15	
Total Technical Points Available:			15	

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

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

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

2. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "E". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

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



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

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC)
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid **reliability status**, granted or approved by CISD/PSPC
3. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PSPC
4. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex “F”;
 - b) Industrial Security Manual (Latest Edition)

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.

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 Contractor 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, 5th Floor
Ottawa, Ontario
K1A 0E4
Tel: 343-292-8371
Email: 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;
- h) **Annex “E”** – Insurance Requirement; and
- i) 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.

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>NRCan.invoice_imaging-service_dimagerie_des_factures.RNCan@canada.ca</p> <p>Note: Attach "PDF" file. No other formats will be accepted</p>	OR	<p><u>Fax:</u></p> <p>Local NCR region: 613-947-0987 Toll-free: 1-877-947-0987</p> <p>Note: 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 G1001C (2013-11-06) – Insurance – Specific Requirements

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.



ANNEX “A” – STATEMENT OF WORK

SW1 Title

Small Engine and other miscellaneous repairs

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

Various services which are identified below are required to ensure that PCSP delivers on its mandate

SW3 Objective

To supply small engine and other miscellaneous repairs 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, K1B 4E5. Items that will need to be serviced, repaired and maintained are as follows, but not limited to:

Snowmobile	Punjar Drills – Gas
ATV	Chain Saws – Gas
Outboard Motors	Rock Saws – Gas
Augers – Ice/Earth, Gas	Trailers & Trailer Ramps
Generators – Gas/Diesel	Hand Powered Tools (Electrical)
Brush Cutters – Gas	Batteries, Battery Charger & Packs
Water Pumps – Gas	Pruners
Pump Hoses	Chisel Tools
Pico Drills – Gas	Bicycles
JKS Drills – Gas	Cement Mixers – Electrical
Other miscellaneous tools	

Note: inventoried equipment is comprised of a wide range of makes and models.

SW5 Project Requirements

SW5.1 Tasks, Deliverables, Milestones and Schedule

TASKS:

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

- Perform all service, maintenance and repairs on location at the PCSP warehouse small engine workshop;



- Perform the work during the regular hours of operation of the warehouse (weekdays from 07:30 to 16:00 hours);
- In the event that offsite special tooling is required, the Contractor will be responsible for transporting the equipment from and to the PCSP warehouse;
- Clean, verify and inspect all the equipment (following approved procedures) and transport boxes/containers;
- Service/repair makes and models of inventoried equipment in a timely manner;
- Obtain approval from PCSP on each item before undertaking any repair work;
- Provide all parts required to service and repair the equipment;
- Provide own transportation for parts pickup;
- Be available, upon request, to inspect and perform the services required;
- Keep the small engine workshop and associated work areas clean and safe;
- Provide, as required, information/workshop session to clients on the proper use of the equipment and how to perform operator maintenance; and
- Work in close relationship with PCSP personnel and provide technical expertise for the replacement or purchase of equipment.
- Parts: Provide at retail cost (with no markup) all parts required to service and repair the equipment.
- Tools: Contractor should provide its own tools, however they will have unrestricted access to workshop tools already in the PCSP warehouse small engine's workshop.

DELIVERABLES:

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

- Establish and conduct an annual service/maintenance plan for inventory equipment to include road tests/equipment running tests schedule;
- Keep PCSP management aware of maintenance plan progress
- Enter all maintenance information, per item, in the PCSP Field Equipment Inventory database;
- Perform services as per rates submitted

Note: The Contractor will be dealing with hazardous waste (gasoline, oils, etc.) however, the disposal of such waste will be the responsibility of PCSP.

SW6 Health and Safety

The Contractor is to abide by Canadian Occupational Health and Safety regulations as set out under the Canada Labour Code. Contractor to provide proof, as requested.



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.

Requirement	Hourly Rate
Snowmobile	\$
ATV	\$
Outboard Motors	\$
Augers – Ice/Earth – Gas	\$
Generators – Gas/Diesel	\$
Brush Cutters – Gas	\$
Water Pumps – Gas	\$
Pump Hoses	\$
Pico Drills – Gas	\$
JKS Drills – Gas	\$
Cement Mixers – Electrical	\$
Punjar Drills – Gas	\$
Chain Saws – Gas	\$
Rock Saws – Gas	\$
Trailers & Trailer Ramps	\$
Hand Powered Tools – Electrical	\$
Batteries, Battery Chargers and Packs	\$
Pruners	\$
Chisel Tools	\$
Bicycles	\$
Other Miscellaneous Equipment	\$
Parts – No mark-up	Fair market value



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 its own tools	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The SO Holder was able to handle all types of small engine repairs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Any other comments?

ANNEX "D" – QUARTERLY REPORTING SPREADSHEET

Small Engine and other Miscellaneous 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										



ANNEX “E” – INSURANCE REQUIREMENTS

C1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
 - o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
 - p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
 - q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - r. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:



Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

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

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

C2 Errors and Omissions

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

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



ANNEX "F" – SECURITY REQUIREMENT CHECKLIST

18-210

Ticket 150314



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Natural Resources Canada		2. Branch or Directorate / Direction générale ou Direction Polar Continental Shelf Program
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail To supply mechanical services on site at the Polar Continental Shelf Program warehouse at 2464 Sheffield Road, Ottawa, ON. Details as per attached SOW		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided

REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

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PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
 Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
 Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉE			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) David Mate	Title - Titre Director, PCSP	Signature <i>David Mate</i>
Telephone No. - N° de téléphone 613-998-8114	Facsimile No. - N° de télécopieur 613-998-8103	E-mail address - Adresse courriel David.Mate@Canada.ca
		Date 2018-12-10

14 Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) <i>MONIQUE FAUCHER</i>	Title - Titre <i>Manager, Per. Sec.</i>	Signature <i>Monique Faucher</i>
Telephone No. - N° de téléphone <i>343-292-8088</i>	Facsimile No. - N° de télécopieur <i>613-947-2360</i>	E-mail address - Adresse courriel <i>Monique.faucher@canada.ca</i>
		Date <i>Dec 12, 2018</i>

15 Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No / Yes
 Non / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées) Valerie Holmes	Title - Titre Procurement Specialist	Signature <i>Valerie Holmes</i>
Telephone No. - N° de téléphone 343-292-8371	Facsimile No. - N° de télécopieur 613-947-5477	E-mail address - Adresse courriel valerie.holmes@canada.ca
		Date December 12, 2018

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
		Date

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