



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

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

**1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
Halifax  
Nova Scotia  
B3J 1T3  
Bid Fax: (902) 496-5016**

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

Regional Individual Standing Offer (RISO)  
Offre à commandes individuelle régionale (OCIR)

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

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
Atlantic Region Acquisitions/Région de l'Atlantique  
Acquisitions  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
Halifax  
Nova Scot  
B3J 1T3

<b>Title - Sujet</b> RISO - Eurocentric Parts	
<b>Solicitation No. - N° de l'invitation</b> MA021-180001/A	<b>Date</b> 2019-02-18
<b>Client Reference No. - N° de référence du client</b> MA021-18-0001	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$HAL-219-10651
<b>File No. - N° de dossier</b> HAL-8-81215 (219)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-03-11</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Richard, Linda K.	<b>Buyer Id - Id de l'acheteur</b> hal219
<b>Telephone No. - N° de téléphone</b> (902)402-9059 ( )	<b>FAX No. - N° de FAX</b> (902)496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MARINE ATLANTIC INC. 10 MARINE DRIVE PORT AUX BASQUES NEWFOUNDLAND AND LABRADOR A0M1C0 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION</b>	<b>3</b>
1.1 INTRODUCTION	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	4
<b>PART 2 - OFFEROR INSTRUCTIONS</b>	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	4
2.2 SUBMISSION OF OFFERS	4
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS	5
2.5 APPLICABLE LAWS	5
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS</b>	<b>5</b>
3.1 OFFER PREPARATION INSTRUCTIONS	5
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION</b>	<b>7</b>
4.1 EVALUATION PROCEDURES	7
4.2 BASIS OF SELECTION	8
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION</b>	<b>9</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER	9
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION	9
<b>PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES</b>	<b>10</b>
<b>A. STANDING OFFER</b>	<b>10</b>
6.1 OFFER	10
6.2 SECURITY REQUIREMENTS	10
6.3 STANDARD CLAUSES AND CONDITIONS	10
6.4 TERM OF STANDING OFFER	11
6.5 AUTHORITIES	11
6.6 IDENTIFIED USERS	12
6.7 CALL-UP INSTRUMENT	12
6.8 LIMITATION OF CALL-UPS	13
6.9 FINANCIAL LIMITATION	13
6.10 PRIORITY OF DOCUMENTS	13
6.11 CERTIFICATIONS AND ADDITIONAL INFORMATION	13
6.12 APPLICABLE LAWS	14
6.13 SACC MANUAL CLAUSES	14
<b>B. RESULTING CONTRACT CLAUSES</b>	<b>14</b>
7.1 REQUIREMENT	14
7.2 STANDARD CLAUSES AND CONDITIONS	14
7.3 TERM OF CONTRACT	14
7.4 PAYMENT	15
7.5 INVOICING INSTRUCTIONS	15
7.6 INSURANCE	16
7.7 SACC MANUAL CLAUSES	16
<b>ANNEX "A"</b>	<b>17</b>

Solicitation No. - N° de l'invitation  
MA021-180001  
Client Ref. No. - N° de réf. du client  
MA021-18-0001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-8-81215

Buyer ID - Id de l'acheteur  
hal219  
CCC No./N° CCC - FMS No./N° VME

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REQUIREMENT .....	17
<b>ANNEX "B" .....</b>	<b>18</b>
BASIS OF PAYMENT .....	18
<b>ANNEX "C" TO PART 3 OF THE REQUEST FOR STANDING OFFERS.....</b>	<b>19</b>
ELECTRONIC PAYMENT INSTRUMENTS.....	19

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6            Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment, and the Electronic Payment Instruments, - Certification.

### **1.2 Summary**

1.2.1 Marine Atlantic (MAI) requires services of marine chandlery or other service providers to source and supply OEM parts and materials as required to support the operation of its fleet of four (4) European built ice-breaker class RoPax vessels. The delivery location is 65 Memorial Drive, Sydney, Nova Scotia. Post code: B2A 0B9.

The Standing Offer will be for a period of three years with two options of one-year each.

1.2.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

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

### 1.3 Debriefings

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

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2018-05-22) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

### 2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the RFSO.

**Offer Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
Halifax  
Nova Scotia  
B3J 1T3  
Offer Fax: (902) 496-5016**

**Also: offers may be received via Epost:**

[TSPGC.RARceptionSoumissionsNE-AROfferReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TSPGC.RARceptionSoumissionsNE-AROfferReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca)

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**Offers will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.**

## 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

## 2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory*).

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

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

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

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

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

- Section I: Technical Offer (2 hard copies)
- Section II: Financial Offer (1 hard copy)
- Section III: Certifications (1 hard copy)

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

## **Section I: Technical Offer**

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

## **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with "Annex B, Requirement and Basis of Payment.

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

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

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### **3.1.2 Exchange Rate Fluctuation**

[C3010T](#) (2014-11-27), Exchange Rate Fluctuation Risk Mitigation,

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form [PWGSC-TPSGC 450](#), Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form [PWGSC-TPSGC 450](#), for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

**Section III: Certifications** Offerors must submit the certifications and additional information required under Part 5.

### 3.1.3 No Substitute Products

Bidders must provide products that are of the same description, brand name, model and/or part number as detailed in the item description of the bid solicitation. Bidders are advised that substitute products will not be considered.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

Each offer will be examined to determine that it meets the Requirement as listed under Annex "A". Offers which fail to meet any of the Requirements will be considered non-responsive and will

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be given no further consideration. The offers that meet the Requirement will proceed to the Financial Evaluation.

- A. Bidders must provide pricing for all items listed in Annex "B" – Requirement and Basis of Payment
- B. Offers must be submitted using the Basis of Payment form located in Annex B. A price (or percentage when applicable) must be provided for every item and pricing period in the Basis of Payment. Pricing must be firm in Canadian currency and must not be indexed or tied to an escalation factor.
- C. Offers must not contain any alteration to the preprinted or pre-typed sections of the Basis of Payment form, or any condition or qualification placed upon the order.
- D. The Bidder must have a minimum of five (5) years' experience in marine machinery and parts supply industry, preferably with expertise in sourcing system components for European and Scandinavian designed and built RoPax vessels.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Evaluation of Price – Canadian/Foreign Offerors M0222T**

1. The price of the offer will be evaluated as follows:
  - a. Canadian-based offerors must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
  - b. foreign-based offerors must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based offerors.
2. Unless the Request for Standing Offers (RFSO) specifically requires offers to be submitted in Canadian currency, offers submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the RFSO closing date, or on another date specified in the RFSO, will be applied as a conversion factor to the offers submitted in foreign currency.
3. Although Canada reserves the right to issue the Standing Offer either on an FOB plant or FOB destination, Canada requests that offerors provide prices FOB their plant or shipping point and FOB destination. Offers will be assessed on an FOB destination basis.
4. For the purpose of the RFSO, offerors with an address in Canada are considered Canadian-based offerors, and offerors with an address outside of Canada are considered foreign-based offerors.

#### **4.2 Basis of Selection**

##### **4.2.1 Basis of Selection – Mandatory Technical Criteria Only M0031T**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### **5.1 Certifications Required with the Offer**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/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.

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **6.1 Offer**

**6.1.1** The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

#### **6.2 Security Requirements**

**6.2.1** There is no security requirement applicable to the Standing Offer.

#### **6.3 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.

##### **6.3.1 General Conditions**

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

##### **6.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods and services to 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 entitled Standing Offers Reporting**. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must 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:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30

- 
- third quarter: October 1 to December 31
  - fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

## **6.4 Term of Standing Offer**

### **6.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from date of award for a period of three years.

### **6.4.2 Extension of Standing Offer (M9014C)**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 2 periods for one year, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### **6.4.3 Delivery Points**

Delivery point is the Marine Atlantic Warehouse, 10 Marine Drive, North Sydney, Nova Scotia.

## **6.5 Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Linda Richard  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 1713 Bedford Row  
Halifax, Nova Scotia B3J 1T3  
Telephone: (902) 402-9059  
Facsimile: (902) 496-5016  
E-mail address: linda.k.richard@pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for

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any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### 6.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

### 6.5.3 Offeror's Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

### 6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: authorized personnel within Supply Chain Management from Marine Atlantic Inc.

### 6.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  1. PWGSC-TPSGC 942 Call-up Against a Standing Offer
  2. PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  3. PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  4. PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

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

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

## 6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.

## 6.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$1.2 million (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 6.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2018-06-21), General Conditions: Goods (Medium Complexity)
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*)

## 6.11 Certifications and Additional Information

### 6.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

## 6.12 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

## 6.13 SACC Manual Clauses

SACC Manual clause [M3000C](#) (2006-08-15) Price Lists

## B. RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

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

### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

[2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010A (2018-06-21), General Conditions – Goods (Medium Complexity) will not apply to payments made by credit cards.

### 7.3 Term of Contract

#### 7.3.1 Delivery Date

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

## 7.4 Payment

### 7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices in Annex B for a cost of \$ \_\_\_\_\_ insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 7.4.2 Limitation of Price

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

### 7.4.3 Single Payment

SACC Manual clause [H1000C](#) (2008-05-12) Single Payment

### 7.4.4 SACC Manual Clauses

SACC Manual clause [C0100C](#) (2010-01-11) Discretionary Audit - Commercial Goods and/or Services

SACC Manual clause [C2000C](#) (2007-11-30) Taxes – Foreign Based Contractor

SACC Manual clause [C2605C](#) (2008-05-12) Canadian Customs Duties and Sales Tax - Foreign-based Contractor

SACC Manual clause [C2608C](#) (2015-02-25) Canadian Customs Documentation

### 7.4.5 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## 7.5 Invoicing Instructions

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

- a. Invoices must be distributed as follows: The original must be forwarded to the following address for certification and payment.

**Invoices@marine-atlantic.ca**

## 7.6 Insurance

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

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

## 7.7 SACC Manual Clauses

A2000C	(2006-06-16)	Foreign Nationals (Canadian Contractor)
A2001C	(2006-06-16)	Foreign Nationals (Foreign Contractor)
B7500C	(2006-06-16)	Excess Goods
D2001C	(2007-11-30)	Labelling

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## ANNEX "A"

### REQUIREMENT

#### 1. SCOPE OF SERVICES

Marine Atlantic (MAI) is requesting proposals from Marine Chandlers/Service Providers to source and supply OEM parts and materials as required to support the operation of its fleet of four (4) European built ice break class RoPax Vessels.

1.1 The Bidder must be able to provide quotes on the supply of parts for European shipboard machinery, per list of manufacturers and suppliers as referenced in Annex B of this document, but not limited to the following:

- 1.1.1 Man Diesel & Turbo
- 1.1.2 Warsila Valmarine
- 1.1.3 Sperry Marine Navigation and Communication Equipment
- 1.1.4 Alfa Laval
- 1.1.5 ABB Inc.
- 1.1.6 Westfalia Separators
- 1.1.7 Heinrich Behrens
- 1.1.8 Renk Shaft Bearings
- 1.1.9 Thume Eureka Pumps
- 1.1.10 Kral Pumps
- 1.1.11 Allweiler Pumps
- 1.1.12 Bosch-Rexroth Components
- 1.1.13 Hamworthy Pumps
- 1.1.14 Leistriz Pumps
- 1.1.15 Lohmann & Stolterfoht Clutches
- 1.1.16 Other vessel related components such as, but not limited to:
  - Filter and filter materials
  - European, American electro material with 110/220V 50/60HR Standards
  - European and Scandinavian manufactured spare parts
  - Electric motors and supplies
  - Pressure gauges, feller gauges and engine thermometers
  - Lashing and fastening materials
  - Marine Valves, (Gate, Globe) steel and brass
  - Pipes; high-pressure and hydraulic tubing and fittings
  - Hoses; Fire, Water, High Pressure, and fittings
  - Bearings
  - Safety equipment, lifeboat and life raft supplies

1.2 MAI vessels have a 220v European electrical system and all electric components must be compatible.

Solicitation No. - N° de l'invitation  
MA021-180001  
Client Ref. No. - N° de réf. du client  
MA021-18-0001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-8-81215

Buyer ID - Id de l'acheteur  
hal219  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "B"**

### **BASIS OF PAYMENT**

Please see attached.

## **ANNEX “C” to PART 3 OF THE REQUEST FOR STANDING OFFERS**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)