



G1J 0C7

Comments - Commentaires

G1J 0C7

Instructions: Voir aux présentes

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

TITLE: PARTS AND COMPONENTS OEM CERTIFIED AND TRAINED TECHNICIAN TO SUPPLY SERVICES – WELIN LAMBIE DAVITS, CANADIAN COAST GUARD, CENTRAL AND ARTIC REGION

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Invitation No – N° de l'invitation
F3774-18N219/B
N° de réf. du client - Client Ref. No.
F3774-18IN219

N° de la modif - Amd. No.
File No. - N° du dossier
QCM-8-41058

Id de l'acheteur - Buyer ID
qcm036

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This request for a standing offer cancels and supersedes previous bid solicitation number F3774-18N219/A dated December 19, 2018 with a closing on February 11th, 2019 at 2:00pm.

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: includes the certifications to be provided;
- Part 6 Security and Financial Requirements: and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Requirement, the Basis of Payment, Insurance Requirements, Technical and Financial Evaluation, Reporting Requirements and List of each individual who are currently Directors and or owner of the bidder

1.2 Summary

To establish a Regional Individual Standing Offer (RISO) to supply labour, materials and equipment to carry out repairs and service by an OEM authorized Field Service Representative (FSR) for Welin Lambie units and equipment (compatibility with existing equipments). This standing offer requirement is on an as is and when required basis for Fisheries and Oceans Canada, Canadian Coast Guard Vessels in the Central and Arctic region and will include provision of OEM parts and Service in Sorel (Qc.)

Additional service points:

Services may be required for points of service that were not included in the Standing Offer. In this case, the Offeror serving the point of service closest to the one for which services will be required will be contacted to provide services. The Offeror may accept or refuse to offer services for the point of service not included in its Standing Offer. If he refuses to provide the services, another offeror will be contacted.

In addition, the travel expenses considered will be those provided by the government rates as established by the Treasury Board.

As per the Integrity Provisions under section 01 of Standard Instructions 2006, offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions.

The requirement is exempt from the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), Annex 4 and the North American Free Trade Agreement (NAFTA), Chapter Ten Annex 1001.2b Paragraph 1, however, it is subject to the Canadian Free Trade Agreement (CFTA).

The term for this requirement is for three years period from the date of the Standing Offer with two options of one year each.

1.3 Epost Connect

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation for offer submission. Offerors must refer to Part 2 of the RFSO entitled Instructions to offerors for further information.

1.4 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

2.2 Submission of Offers

2.2.1 Mail

Offers can be submitted to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

2.2.2 Fax

Tenders can also be transmitted by fax to 418-648-2209.

2.2.3 Epost Connect

Using the epost login service provided by Canada Post Corporation

<https://www.canadapost.ca/cpc/en/business/postal-services/digital-mail/epost-connect.page>

The email address of PWGSC Quebec region Bid Receiving Unit is:

TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca. The RFSO number must be identified in the epost Connect message field of all electronic transfers.

NOTE THAT YOU SHOULD NOT SEND YOUR OFFERS DIRECTLY TO THIS EMAIL ADDRESS BUT THEN DO THE POSTEL CANADA POST CONNECTION SERVICE.

2.3 Former Public Servant

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

Definitions

For the purposes of this clause,

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the

implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

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

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority Melanie Parent, melanie.parent@tpsgc-pwgsc.gc.ca, no later than 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 Quebec.

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.

2.6 List of Proposed Subcontractors

If the bid includes the use of subcontractors, the Bidder agrees, upon request from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

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 8 of the 2006 standard instructions and as amended in Part 2 - Offeror Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. 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 and 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 (1) hard copy
Section II: Financial Offer (1) hard copy
Section III: Certifications and Additional Information (1) hard copy

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.

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

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 complete Annex B – Basis of Payment for Cost Evaluation of Parts

Offerors must submit their financial offer in accordance with the Annex E – Financial Evaluation.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Article 7B.5.4 Electronic Payment Instruments, to identify which ones are accepted.

If Article 7B.5.4 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

All mandatory criteria must be met to be considered. It is the supplier's responsibility to submit the necessary documentation to demonstrate that it meets the requested requirements.

1. The Contractor must be a representative for Original Equipment Manufacturer (OEM) parts. Provide the name of the authorized supplier with the Bid.
2. The parts proposed must be approved by OEM manufacturer. If equivalent product, provide with the bid the model and brand proposed for each piece.
3. Be able to provide a service approved by American Bureau of Shipping (ABS) classification society or by the equipment manufacturer. Provide with the Bid a letter of the classification society or a letter from the manufacturer.
4. In case of outsourcing, provide the information of the subcontractor with proof of certification.

4.1.2 Financial Evaluation

Offerors must submit firm rates for the resource category listed in Annex "E". The Offeror must submit firm prices, firm rates or both that will apply for the entire period of the Standing Offer for the parts listed as attachments and the service. Offer prices will be evaluated in Canadian dollars, excluding applicable taxes, FOB destination, including applicable Canadian customs duties and excise taxes.

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price according to the parts list and Annex E 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 – List of names

Offerors who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Offerors bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

5.2.2 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.

5.2.3 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.4 Status and Availability of Resources (M3020T)

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

5.2.5 Status of Availability of Resources - Standing Offer (M3020C)

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 is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

PART 6 – SECURITY AND FINANCIAL REQUIREMENTS

6.1 Security Requirements

This Standing Offer does not have Security Requirements.

6.2 Financial Capability

SACC *Manual* clause M9033T (2011-05-16) Financial Capability

6.3 Insurance requirement

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

7A. STANDING OFFER

7A.1 Offer

The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

7A.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

7A.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.

7A3.1 General Conditions

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

B3000T, 2006-06-16 Equivalents Products

1031-2, 2012-07-16 Contract Cost Principles

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

M1004T, 2016-01-28 Material supplied must be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the closing date of the Request for Standing Offers.

7A.3.2 Supplemental General Conditions

1029 (2018-12-06) Ship Repairs, apply to and form part of the Contract. Excludes articles 7 and 9.

7A.3.3 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

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

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The reporting periods are defined as follows:

- 1st period: from June 1st to November 30th.
- 2nd period: from December 1st to May 31.

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

7A.4 Term of Standing Offer

7A.4.1 Period of Standing Offer

The period for making call-ups and providing services against the Standing Offer is **from June 12, 2019 to June 11, 2022 inclusive**.

7A.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for **two additional periods of one year, from 2022-06-12 to 2023-06-11 and 2023-06-12 to 2024-06-11** 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 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7A.4.3 Basis of payment, extension of the term of the Standing Offer

1. For the optional periods, at the same terms and conditions as stipulated in the Standing offer except that:
 - 1.1 All unit prices (parts, labour and hourly rate) as shown in the Standing Offer or as amended pursuant to the terms and conditions as expressed herein shall be increased or decreased by the percentage change in the Consumer Price Index as published by Statistics Canada for the area of Canada in which the work is being performed calculated for the 12 month period immediately preceding the commencement date of the said extension year.

Invitation No – N° de l'invitation
F3774-18N219/B
N° de réf. du client - Client Ref. No.
F3774-18IN219

N° de la modif - Amd. No.
File No. - N° du dossier
QCM-8-41058

Id de l'acheteur - Buyer ID
qcm036

7A.5 Authorities

7A.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Melanie Parent

Title: Supply Officer

Public Works and Government Services Canada

Acquisitions Branch

Address: 601-1550 D'Estimauville, Québec

Telephone: (418) 649-2813

Facsimile: (418) 648-2209

E-mail address: melanie.parent@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7A.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.

7A.5.3 Offeror's Representative (to be completed)

Name: _____

Title: _____

Address: _____

Telephone: (____) ____ - _____

Facsimile: (____) ____ - _____

E-mail address: _____

7A.6 Proactive Disclosure of Contracts with Former Public Servants

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

7A.7 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer under the Department of Fisheries and Oceans Canada, including the Canadian Coast Guard are:

Superintendent Marine Engineering, Integrated Technical Services Directorate, CCG
Production Supervisor, Marine Engineering, Integrated Technical Services Directorate, CCG
Project officers, Marine Engineering, Integrated Technical Services Directorate;
Chief Engineers of ships, CCG

7A.8 Call up Procedures

If applicable, Identified Users will use the form specified in the Standing Offer to order goods, services or both. Goods, services or both may also be ordered by other methods such as telephone, facsimile or electronic means. With the exception of call-ups paid for with a Government of Canada acquisition card (credit card), call-ups made by telephone must be confirmed in writing on the document specified in the Standing Offer.

7A.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

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

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7A.10 Limitation of Call-ups

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

Individual call-ups against the Standing Offer exceeding this amount must be authorized by the Standing Offer Authority.

7A.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$625,000.00** (*Applicable Taxes extra*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when **75 percent** of this amount has been committed, or **3 months before the expiry date of the Standing Offer**, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7A.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions B3000T (2006-06-16) Equivalents Products
- e) the supplemental general conditions 1029 (2018-12-06) Ship Repairs, apply to and form part of the Contract. Excludes articles 7 and 9.
- f) Annex A, Statement of Requirement;
- g) Annex B, Basis of Payment;
- h) Annex C, Insurance Requirements;
- i) Annex D, Technical Evaluation
- j) Annex E, Financial Evaluation
- k) Annex F, Reporting Requirements
- l) Annex G, Complete list of each individual who are currently directors and or owner of the bidder
- m) the Offeror's offer dated _____ (*insert date of offer*)

7A.13 Certifications and Additional Information

7A.13.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer (SO). 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. If the Offeror does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

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7A.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 Quebec.

7A.15 Estimates

Where an estimate of the cost of performing specific work is required, the Identified User will provide the Offeror with a statement of the work required and the Offeror must provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer. The Offeror must not undertake any of the specified work unless and until a call-up is issued by the Identified User. The estimated cost stated in the call-up must not be exceeded without the specific written authorization of the Identified User.

7A.16 Sub-contracts and Sub-contractor List

The Contracting Authority is to be notified, in writing, of any changes to the list of subcontractors before commencing the work.

When the Contractor sub-contracts work, a copy of the sub-contract purchase order is to be passed to the Contracting Authority. In addition, the Contractor must monitor progress of sub-contracted work and inform the Inspection Authority on pertinent stages of work to permit inspection when considered necessary the Inspection Authority.

7B. 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.

7B.1 Statement of Requirement

The Contractor must provide the parts and perform the Work described in the call-up against the Standing Offer.

7B.2 Standard Clauses and Conditions

7B.2.1 General Conditions - Services

2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services

7B.2.2 Supplemental General Conditions

1029 (2018-12-06) Ship Repairs, apply to and form part of the Contract.

7B.3 Term of Contract

7B.3.1 Period of the Contract

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

7B.3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **two additional one year period(s)** under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7B.4 Proactive Disclosure of Contracts with Former Public Servants

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

7B.5 Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in **Annex B, Basis of Payment**. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax are extra, if applicable.

7B.5.1 Limitation of Price

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 B.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed **\$625,000.00\$**. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7B.5.3 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work 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 delivered has been accepted by Canada.

7B.5.4 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card ☐
- b. MasterCard Acquisition Card ☐
- c. Direct Deposit (Domestic and International) ☐
- d. Electronic Data Interchange (EDI) ☐
- e. Wire Transfer (International Only) ☐

7B.6 Invoicing Instructions

The contractor must submit invoices in accordance with the section in the General Conditions entitled "Invoicing Instructions". Invoices must not be submitted until all the work to which the invoice pertains has been completed.

A repair report will be required for all work. The report must contain the following:

- a. The vessel name and the date upon which the inspections were conducted;
- b. A complete description of each system inspected, as well as details on the corrections made (if applicable);
- c. The name and telephone number of the person who called;
- d. The date and time of the start and end of work, as well as the number of hours for each work day;
- e. The list of material replaced, repaired or installed;
- f. A paper and electronic copy of the certificate for each system inspected;
- g. The name (in block letters) and signature of the person in charge on the vessel, attesting that the inspection seems to have been conducted in a satisfactory fashion;
- h. The breakdown of the labour and materials costs, if there are extras.

Two (2) copies of the report will be required and must be submitted to the Identified User.

Invoices must be distributed as follows:

Original Electronic Invoice must be sent to:

Attention: [REDACTED] (*will be completed at award*)
DFO.invoicing-facturation.MPO@canada.ca

Copy of Invoice sent to:

Attention: Melanie Parent
Melanie.parent@tpsgc-pwgsc.gc.ca
Marine Procurement Agent
Public Works and Government Services Canada
Quebec area, Marine Division
1550, avenue D'Estimauville, Quebec, (Québec) G1J 0C4

7B.7 Insurance Requirements G1001C (2013-11-06)

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

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

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

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7B.8 SACC Manual Clauses

B7500C (2006-06-16), Excess Goods
C0100C (2010-01-11), Discretionary Audit - Commercial Goods and/or Services
C0710C (2007-11-30), Time and Contract Price Verification
C5201C (2008-05-12), Prepaid Transportation Costs
M7035T (2013-07-10), List of Proposed Subcontractors

7B.9 Inspection and Acceptance

The "Technical" Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

ANNEX A – STATEMENT OF REQUIREMENT

1. REQUIREMENTS

Department of Fisheries and Oceans/The Canadian Coast Guard has the requirement for the Original Equipment Manufacturer (OEM) parts and OEM certified and trained technician to supply services for Welin Lambie Davits or equivalents. The Canadian Coast Guard (CCG) ships are equipped with the davits **PVI 1.0**.

2. REFERENCE AND STANDARDS

The parts and service must conform to the following standards:

- A. OEM davit, repaired and overhauled manufacturer's new part or rebuild specifications- latest version
- B. OEM test procedures and sheets applicable for each type of davit repair and / or overhaul
- C. Canada shipping Act 2001 and subsequent regulations pertaining to a ship having general ship identification number
- D. TP 127E ships Electrical Standards
- E. Rules of a recognized Classification Society

3. PARTS AND COMPONENTS

The Contractor must provide Original Equipment Manufacturer (OEM) parts and components that are new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

4. FIELD SERVICE REPRESENTATIVE (FSR)

The Contractor be able to provide a service approved by American Bureau of Shipping (ABS) classification society or by the equipment manufacturer.

5. LOCATION OF SERVICES

FIELD SERVICE REPRESENTATIVE

The contractor must support the Canadian Coast Guard by providing a Field Service Representative for work aboard CCG Vessels, as and when required. The services are required in the province of Quebec and may be required in Ontario.

REPAIR AND OVERHAUL

The contractor may also be required to overhaul Welin Lambie Davits on board ship or at their plan, as required. The contractor must supply all labour, material, repair parts, test equipment, tooling, facilities, administrative, and technical / engineering services for overhaul conducted at their facilities.

6. TECHNICAL AUTHORITY

The Authority for the Standing offer is identified in part 7A.5.1 of the Standing Offer.

The Project Officer / Technical Authority for the call-up against Standing Offer will be identified in the call-up.

7. CANADIAN LABOUR CODE, RULES, REGULATIONS AND STANDARDS

The offeror and any Sub-Contractor have the responsibility to perform the work in accordance with the applicable standard, codes and regulations and in accordance with the Canadian Labor Code.

8. OCCUPATIONAL SAFETY

Contractor's personnel may be required to move around the deck and the inside of the hull of Canadian Coast Guard vessels. They may be required to use steep steps, and short ladders, move in cramped spaces that can normally be found on the same vessels. Contractor's personnel may be required to work in confined areas but not closed spaces.

The Contractor's personnel must be capable of undertaking work that may require significant physical effort and working in difficult climatic conditions.

The Contractor's personnel may be exposed to trace quantities of cleaning fluids' light oils, and fresh paint that can be expected to be found on a ship during normal ship operation activities.

Before the beginning of service, a representative of the Canadian Coast Guard will provide a safety briefing detailing the procedures to be followed and hazards for the work site the Contractor's personnel will be using.

The Canadian Coast guard requires the use of the "lock-out Tag-out system" in order to isolate and render inoperative systems and machinery to be worked on.

9. ROLLING STOCK AND TOOLS

The contractor must have the rolling stock required to perform service calls with the necessary tools for delivering repair and maintenance services of marine vessel systems.

10. HOT WORK

Before performing any hot work on a ship, the Contractor must have a hot work permit for each hot work task. The Contractor's work team leader must receive authorization from the officer in charge of the ship before starting hot work.

11. DELIVERABLES

Original Equipment Manufacturer (OEM) parts and components

The deliverables are the parts and components as per call-up against standing offer.

12. FIELD SERVICE REPRESENTATIVE (FSR)

The contract deliverables for field service Representative and overhaul will consist of an FSR or overhaul report including but not limited to

- A. The date and time the repair request was made
- B. The serial number and system description
- C. The name of the person who made the call and his or her phone number
- D. The description of the malfunction or overhaul;
- E. The reason for the defect or malfunction
- F. Completed OEM test procedures and sheets applicable for each type of engine repair and/or overhaul;
- G. The date and time of the start and the end of the work, as well as the number of hours for each working day;
- H. The list of the material and of all parts replaced or installed;
- I. The name of the contractor's representative and the service desk where he or she works;
- J. The name (printed) and signature of the person in charge on the ship who certifies that the material appears to operate satisfactorily; and
- K. The breakdown of labour and material costs if there are any supplements.
- L. The report must be submitted to the identified user.

13. SERVICE CALL

The contractor's technician must be on site within 72 hours after notification; however the contractor maybe required on shorter notice at the same quoted price. The contractor must be available to work overtime outside regular working hours, from Monday to Friday, as well as on Saturday and Sunday.

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14. RESTRICTED AREAS

The contractor must not enter the following areas except to perform work as required by the specification; all cabins, offices, workshops, engineers' office, wheelhouse, control Room, all washrooms, Galley, mess Rooms, Lounge areas and any other areas restricted by signage.

The contractor must give the Technical Authority 24 hours advance notice prior to working in any accommodation areas of office spaces. This will allow CCG adequate time to move personnel and secure areas.

15. APPROVAL AND ACCEPTANCE

The technical authority or his delegated representative appointed by the Canadian Coast Guard is the person in the government responsible for inspecting finished products prior to their acceptance and for handling minor non-conformities, and for approving and accepting work on behalf of the Canadian Coast Guard.

ANNEX B – BASIS OF PAYMENT

1. MATERIAL AND REPLACEMENT PARTS ⁱ

All spare parts and materials are in list below and must be completed and sent with the submission and for informational purposes only. In the event that other spare parts other than those listed in this Standing Offer are requested, they will be at cost price. A surcharge of 10% will be added for materials and spare parts purchased under contract on presentation of invoices.

Item	Description	Parts No.	Model/ Brand	Quantity	Quantity for Bid Evaluation purposes only	Total Price
01	immersion heater	894-00836		1	3	
02	relief valve	894-02002		1	3	
03	Sheave	5012-2811		1	3	
04	Heater terminal box gasket	5442-5911		1	3	
05	Bonded washer	894-01706		1	3	
06	Safety Block	885-02017		1	3	
07	Pressure gauge	894-00514		1	3	
08	float switch	894-00854		1	3	
09	pressure comp'd fcv	894-02003		1	3	
10	tension spring	5702-0011		1	3	
11	clutch shoe assembly	2520-3001		1	3	
12	centrifugal brake shoe assy	2520-3401		1	3	
13	tension spring	2702-0011		1	3	
14	tension spring	2702-0411		1	3	
15	inspection cover gasket	5427-2411		1	3	
16	pressure hose assembly	5726-6901		1	3	
17	pressure hose assembly	5726-7001		1	3	
18	Hex hd setscrew	609-08020		1	3	
19	plain washer	647-00308		1	3	
20	plain washer	647-00808		1	3	
21	external circlip	651-10025		1	3	
22	external circlip	651-10030		1	3	
23	external circlip	651-10040		1	3	

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24	split cotter pin	679-40025		1	3	
25	split cotter pin	679-40045		1	3	
26	oil seal	7967-0401		1	3	
27	oil seal	7967-0551		1	3	
28	o-ring	7980-044530		1	3	
29	main rope	800-02070		1	3	
30	hylomar	850-01003		1	3	
31	air breather	894-00849		1	3	
32	air breather	894-00858		1	3	
33	suction element	894-00938		1	3	
34	brake lever overhaul kit	891-05570		1	3	
35	friction disc overhaul kit	891-05593		1	3	
36	emergency stop	859-01960		1	3	
37	contact block	859-01961		1	3	
38	contactor	859-03151		1	3	
39	Limit switch	851-01070		1	3	
40	Sheave Pin	5124-7411		1	3	
41	Bush	5201-9611		1	3	
42	Delivery for Bid Evaluation purposes only : DDP including custom duties, handling and delivery: 101, boulevard Champlain, Quebec, Quebec, G1K 7Y7					
43	TOTAL (items 01 to 41 + Delivery) (taxes excluded)					

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******Do not complete this section, it will be completed at the Standing offer award******

1. SERVICE CALL

A. During regular working hours ⁱⁱ

A regular work day is a period of eight (8) hours between 07:00 and 17:00 from Monday to Friday inclusively, for a total of 40 hours per week. The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Call up.

Category	Hourly rate (\$)
On-site work – technician	_____ (\$/hr)

B. Outside regular hours including Saturdays, Sundays and Statutory holidays ⁱⁱⁱ

The Contractor must expect and accept to work overtime outside of regular hours, from Monday to Friday as well as Saturday and Sunday. Overtime from Monday to Friday (inclusively) will begin after the completion of eight (8) work hours in one day. These rates will also apply on Saturday, Sunday and during Statutory holidays.

Category	Hourly rate (\$)
Outside regular working hours, Monday to Friday	
On-site work – technician	_____ (\$/hr)
Outside regular working hours, Saturday, Sunday and Statutory holidays	
On-site work – technician	_____ (\$/hr)

2. TRAVEL HOURLY RATE AND RATE PER KILOMETER

2.1 Travel hourly rate per capita

Travel hourly rate applicable between Canadian Coast Guard Base listed in Annex A and the contractor's facilities, including the first 70 km round-trip

During regular working hours	_____ (\$/hr)
Outside regular working hours, Monday to Friday	_____ (\$/hr)
Outside regular working hours, Saturday, Sunday and Statutory holidays	_____ (\$/hr)

2.2 Rate per kilometer

Mileage charge applicable to the movement of the mobile unit between Coast Guard base listed in Appendix A and Contractor's facilities, including the first 70 km return.

Rate per kilometer, travel of mobile unit	_____ \$/km
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3. TRAVEL AND LIVING EXPENSES

- (a) Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work, for:
 - (i) services provided within 35 km of any Canadian Coast Guard base of this Standing offer and mentioned under Annex A – article 5.
- (b) For services to be provided outside the above-mentioned areas, the Contractor will be paid its authorized travel and living expenses, reasonably and properly authorized and incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the Treasury Board of Canada Travel Directive.
- (c) Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation of personnel required to satisfy the terms of this Contract.
- (d) All travel must have prior authorization of the Technical Authority. All payments are subject to government audit.

- i. **Replacement parts (except free issue):** will be charged at list price less applicable discounts.
 - a. **Parts** – Prices are listed in the Contractor's regular, seasonal and sale catalogues or current published prices lists.
- ii. **Direct/Regular Hours:** Direct or productive labour including overhead and profit uses exclusively in the work;
- iii. **Overtime Hours:** Overtime shall not be performed under the Standing Offer unless authorized in writing by the Minister or an authorized representative. Such written authorization shall be a condition precedent for payment of the rate or rates specified for overtime work.

ANNEX C – INSURANCE REQUIREMENTS

C.1 Ship Repairers' Liability Insurance – G5001C (2018-06-21)

1. The Contractor must obtain Ship Repairer's 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 \$10,000,000 per accident or occurrence and in the annual aggregate.
2. The Ship Repairer's Liability insurance 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries and Oceans Canada – Canadian Coast Guard and Public Works and Government Services Canada for any and all loss of or damage to the vessel, however caused.
 - c. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - d. 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.
 - 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.

C.2 Commercial General Liability Insurance – G2001C (2018-06-21)

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 \$10,000,000 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

C.3 Limitation of Contractor's Liability for Damages to Canada – N0001C (2008-05-12)

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$10 million per incident or occurrence to an annual aggregate of \$20 million for losses or damage caused in any one year of carrying out the Contract, each year starting on the date of coming into force of the Contract or its anniversary. This limitation of the Contractor's liability does not apply to nor include:
 - a) any infringement of intellectual property rights; or
 - b) any breach of warranty obligations.
3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

ANNEX D – TECHNICAL EVALUATION

All of the following mandatory requirements must be met. The following table will be used to validate the information provided by the Offeror in accordance with the mandatory criteria's. It is the Offeror's responsibility to provide the necessary documentation which demonstrates that all mandatory criteria's are met at closing of Bids.

ITEM	Description	Meets Requirement	Documentation
1	The Contractor must be a representative for OEM parts.		Provide the name of the authorized supplier:
2	The parts proposed must be approved by OEM manufacturer.		If equivalent product, provide with the bid the model and brand proposed for each piece:
3	Be able to provide a service approved by American Bureau of Shipping (ABS) classification society or by the equipment manufacturer.		A letter from classification society or a letter from the equipment manufacturer.

ANNEX E – FINANCIAL EVALUATION

General notes

- 1) The Offeror must complete the present annex for Sorel Coast Guard Base.
- 2) The Offeror must complete Annex B – Basis of Payment for the evaluation of the cost of parts for evaluation purposes.
- 3) The estimated number of hours by trade is for evaluation purposes only and does not constitute minimum or maximum billable hours. The number of hours is based on the percentage of use by trade.
- 4) **Google Maps** will be used to verify travel time and the distance between the Offeror's place of business and Coast Guard Bases. The distance will be the in accordance with the real and reasonable shortest distance between the Offeror installations and where the service is required, using their respective Postal code.
- 5) The financial Evaluation document must be complete within the PDF document.

Service calls

Firm hourly rate for each category listed below to complete the required tasks. The hourly rate includes overhead and profit.

The Offeror must expect and agree to work overtime outside regular working hours, Monday to Friday, Saturdays and Sundays and during Statutory holidays.

Work hours and overtime will be determined as follows:

A regular work day is considered to be a period of eight (8) hours between 7 a.m. and 5 p.m., Monday to Friday, inclusive, and totaling 40 hours per week.

Overtime from Monday to Friday, inclusive, will begin after eight (8) hours of work have been performed in one day.

All prices are firm for the term of the standing offer, and no additional charges will be accepted. For the optional periods, at the same terms and conditions as stipulated in the Standing offer except that:

All unit prices (parts, labour and hourly rate) as shown in the Standing Offer or as amended pursuant to the terms and conditions as expressed herein shall be increased or decreased by the percentage change in the Consumer Price Index as published by Statistics Canada for the area of Canada in which the work is being performed calculated for the 12 month period immediately preceding the commencement date of the said extension year.

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N° de réf. du client - Client Ref. No.
F3774-18IN219

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QCM-8-41058

Id de l'acheteur - Buyer ID
qcm036

Canadian Coast Guard Base Geographical List (Service Zone)

Sorel
Canadian Coast Guard Sorel-Tracy
15, rue du Prince
Sorel-Tracy, Qc
J3P 4J4

Additional services points:

Services may be required for points of service that were not included in the Standing Offer. In this case, the Offeror serving the point of service closest to the one for which services will be required will be contacted to provide services. The Offeror may accept or refuse to offer services for the point of service not included in its Standing Offer. If he refuses to provide the services, another offeror will be contacted.

In addition, the travel expenses considered will be those provided by the government rates as established by the Treasury Board.

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A. Name and address of Offeror's place of business closest to the **Sorel CCG Base**:

Name: _____

Address: _____

1.0 Financial Evaluation

1.1 Sorel CCG Base Evaluation (J3P 4J4)

1.1.1 Calculation of prices based on hourly rates

During Regular Working Hours				
Trade	Hourly Rate	Evaluation Calculation		
	A	B		
	Initial Period	Hours	Subtotal (A *B)	
Certified and trained technician (OEM)	\$/hr	440	\$	(1)

Outside Regular Working Hours, Monday to Friday				
Trade	Hourly Rate	Evaluation Calculation		
	A	B		
	Initial Period	Hours	Subtotal (A *B)	
Certified and trained technician (OEM)	\$/hr	40	\$	(2)

Saturdays, Sundays and Statutory Holidays				
Trade	Hourly Rate	Evaluation Calculation		
	A	B		
	Initial Period	Hours	Subtotal (A *B)	
Certified and trained technician (OEM)	\$/hr	36	\$	(3)

Subtotal for part 1.1.1 – hourly rate = (1)+(2)+(3)			\$ _____	(4)
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1.1.2 Evaluation of travel costs *

1.1.2.1 - Rate per Kilometre, Mobile Unit Travel					
A	B	C	D	E	
Round trip, less 70 km. Only vehicles that travelled the entire distance under their own power are eligible for a per-kilometre allowance.		Estimated round-trip travels for evaluation purpose only	Offeror's postal code: _____ Distance between offeror and service point*: _____ km Round-trip distance calculation for evaluation purpose only (Distance *2 – 70km)**	Subtotal (B*C*D)	
	\$ _____	18	_____ km	\$ _____	(5)

*See general note 3

** Example : (300 km *2) – 70 km = 530 km between the offeror and the targeted CC Base postal codes.

1.1.2.2 - Travel Cost per Capita*					
A	B	C	D	E	
Travel time per capita according to Google Maps*	Hourly rate for travel	Estimated round-trip travels for evaluation purpose only	Time between offeror and service point* (1 hour = 100km) _____ hr Round-trip admissible time in hours: (Dist. *2)/100-0.70 ***	Subtotal (B*C*D)	
a) During Regular Working Hours	\$ _____/hr	15	\$ _____	\$ _____	(6)
b) Outside Regular Working Hours, Monday to Friday	\$ _____/hr	2		\$ _____	(7)
c) Saturdays, Sundays and Statutory Holidays	\$ _____/hr	1		\$ _____	(8)

*See general note 3

*** Example : (300 km *2) = 600km/100 = 6 hours – 0.70h = 5.30 hours between the offeror and the targeted CC Base postal codes.

Subtotal for part 1.1.2 – Evaluation of travel costs = (5)+(6)+(7)+(8)	\$ _____	(9)
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1.1.3 Calculation of the financial evaluation total

Subtotal for part 1.1.1 –hourly rate (4)	\$ _____	(10)
Subtotal for part 1.1.2 –travel rate (9)	\$ _____	(11)
Financial evaluation total for the Sorel CCG Base (10)+(11)	\$ _____	

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ANNEX F – REPORTING REQUIREMENTS

Appendix G is just one example of data for the annual utilization report that will be used after the issuance of the Standing Offer on a quarterly basis. Do not send it at bid closing.

Please provide reports regarding the current standing offer at:

TPSGC.gestiondecontrats-quecontractmanagement.PWGSC@tpsgc-pwgsc.gc.ca

Report

Regional individual Standing Offer (RISO)

Offeror : _____

Reporting period : from _____ to _____

Name of the Department / Client : _____

Standing Offer		Standing Offer number		SO Start Date (dd/mm/year)			SO End Date (dd/mm/year)	
Total Value to this day (\$)		Total Value for the reference period (\$)		Start date of the reference period (dd/mm/year)			End date of the reference period (dd/mm/year)	
Department	Order number	Product Description	Part Number (if applicable)	Quantity	Unit	Date of Order	Delivery Date	Order Value

Signature : _____

Date (AAAA-MM-JJ) : _____

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