

**RETURN BIDS TO:**

## RETOURNER LES SOUMISSIONS À:

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

**800 Burrard Street, Room 219**

**800, rue Burrard, pièce 219**

**Vancouver, BC V6Z 0B9**

**Bid Fax: (604) 775-7526**

## 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**

Public Works and Government Services Canada - Pacific Region

219 - 800 Burrard Street

800, rue Burrard, pièce 219

Vancouver, BC V6Z 0B9

<b>Title - Sujet</b> Steel Products	
<b>Solicitation No. - N° de l'invitation</b> F1571-188009/A	<b>Date</b> 2019-10-22
<b>Client Reference No. - N° de référence du client</b> F1571-188009	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$VAN-532-8688
<b>File No. - N° de dossier</b> VAN-9-42141 (532)	<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 2019-11-18</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Standard Time PST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Takasaki, Alan H.	<b>Buyer Id - Id de l'acheteur</b> van532
<b>Telephone No. - N° de téléphone</b> (604)671-1831 ( )	<b>FAX No. - N° de FAX</b> (604)775-7526
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Department of Fisheries and Oceans Steveston Harbour Authority Steveston French Creek Harbour Authority - Parksville British Columbia 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 (type or print)</b>	
<b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION.....	3
1.2 SUMMARY .....	3
1.3 DEBRIEFINGS .....	4
1.4 EPOST CONNECT SERVICE .....	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 .....	4
2.4 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.....	7
<b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>8</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER .....	8
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION	8
<b>PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS .....</b>	<b>9</b>
<b>PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES .....</b>	<b>9</b>
<b>A. STANDING OFFER .....</b>	<b>9</b>
7.1 OFFER.....	9
7.2 SECURITY REQUIREMENTS .....	9
7.3 STANDARD CLAUSES AND CONDITIONS.....	9
7.4 TERM OF STANDING OFFER .....	10
7.5 AUTHORITIES .....	10
7.6 IDENTIFIED USERS .....	11
7.7 CALL-UP PROCEDURES .....	11
7.8 CALL-UP INSTRUMENT.....	12
7.9 LIMITATION OF CALL-UPS .....	12
7.10 FINANCIAL LIMITATION.....	12
7.11 PRIORITY OF DOCUMENTS .....	13
7.12 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	13
7.13 APPLICABLE LAWS.....	13
7.14 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	13
7.15 PRICE LIST .....	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

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7.4	PAYMENT .....	14
7.5	INVOICING INSTRUCTIONS .....	15
7.6	WELDING CERTIFICATION - CONTRACT .....	15
7.7	INSURANCE .....	15
7.8	SACC MANUAL CLAUSES .....	15
<b>ANNEX "A"</b>	.....	<b>16</b>
REQUIREMENT .....		16
<b>ANNEX "B"</b>	.....	<b>24</b>
BASIS OF PAYMENT .....		24
<b>ANNEX C TO PART 3 OF THE REQUEST FOR STANDING OFFER</b>	.....	<b>27</b>
TECHNICAL AND FINANCIAL OFFER INSTRUCTIONS .....		27
<b>ANNEX "D" TO PART 3 OF THE REQUEST FOR STANDING OFFERS</b>	.....	<b>30</b>
ELECTRONIC PAYMENT INSTRUMENTS .....		30
<b>FORM A – BID SUBMISSION FORM</b>	.....	<b>31</b>
<b>FORM B: SUBSTANTIATION OF TECHNICAL COMPLIANCE FORM</b>	.....	<b>32</b>

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## 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, the Electronic Payment Instruments, - Certification and any other annexes

### 1.2 Summary

1.2.1 The Department of Fisheries and Oceans Canada (DFO) Small Craft Harbours Branch (SCH) has a requirement for the fabrication, supply and delivery of various steel products such as; pipe, sheet and H piles, and various Structural components for the Pacific Region on an "as and when requested" basis that will be delivered to the DFO Steveston Small Craft Harbour: 12740 Trites Rd, Richmond, BC V7E 3R8 and DFO French Creek Harbour Authority: 1055 Lee Road, Parksville, BC. V9P 2E1.

It is the intention of Canada to issue up to 2 standing offers. The period of the Standing Offer will be for a one year period from the closing date of the RFSO with the option to extend the Standing Offer for one, one (1) year period thereafter.

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

### 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.

### 1.4 epost Connect service

"This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information."

## 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>) 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 (2019-03-04) 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: 180 days

### 2.2 Submission of Offers

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

Bid Receiving  
Public Works and Government Services Canada  
800 Burrard Street, Room 219  
Vancouver, BC V6Z 0B9

[TPSGC.RPReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RPReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca) - Bids/Offerors 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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23#transmission-by-facsimile>)

Bid Facsimile Number: (604)775-7526

### 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 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.

## **2.4 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 British Columbia.

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.

## **2.5 Equivalent Products**

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
  - a. designates the brand name, model and/or part number of the substitute product;
  - b. states that the substitute product is fully interchangeable with the item specified;
  - c. provides complete specifications and descriptive literature for each substitute product;
  - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
  - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
  - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
  - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

# **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. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications

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

Section I: Technical Offer (2 hard copies)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

- If 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.

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 (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). 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 must explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

See Annex C and Table B for more Technical Offer Instructions

#### **Section II: Financial Offer**

3.1.1 Offerors must submit their financial offer in Canadian Funds, in accordance with the Annex B, Basis of Payment.

3.1.2 **Prices – items**

Offerors must submit firm prices for all items listed in Annex B.

3.1.3 **Annex C** - See Annex C for more Financial Offer Instructions

3.1.4 **Electronic Payment of Invoices - Offer**

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

If Annex "D" 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.

### 3.1.5 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation,

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

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any elements of the bid solicitation that are identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Mandatory Financial Criteria

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

##### 4.1.2.2 Financial Evaluation Total Calculations

For each line item in Table B.1 to B.5 in Annex B, the offered price will be multiplied by the estimate quantities as detailed in Annex C. The Financial Evaluation Total will be the sum of all the lines for both years.

### 4.2 Basis of Selection

#### 4.2.1 Basis of Selection - Mandatory Technical Criteria Only

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 offers with the lowest evaluated prices will be recommended for issuance of a standing offer.

It is the intention of Canada to issue up to 2 Standing Offer based on the following criteria:

1. If there is only 1 offer that meets all the mandatory technical evaluation criteria, it will received 100% of the estimated expenditure. The estimated expenditure for 2 years is \$1,000,000.
2. If there are multiple offers that meet all the mandatory technical evaluation criteria, the distribution will be as follows:
  - a. If the 2<sup>nd</sup> lowest evaluated price bid is within 5% of the lowest evaluated price bid, the distribution will be 50% for each standing offer;



- b. If the 2<sup>nd</sup> lowest evaluated price bid is within 10% of the lowest evaluated price bid, the distribution will be 60% for lowest evaluated price bid and 40% for the 2<sup>nd</sup> lowest evaluated price bid; and
- c. If the 2<sup>nd</sup> lowest evaluated price bid within 20% of the lowest evaluated price bid, the distribution will be 70% for lowest evaluated price bid and 30% for the 2<sup>nd</sup> lowest;
- d. If the 2<sup>nd</sup> lowest evaluated price bid is more than 20%, of the lowest evaluated price bid, a 2<sup>nd</sup> standing offer will not be issued.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 5.2.3 Welding Certification - bid

1. Welding must be performed by a welder certified by the Canadian Welding Bureau (CWB) for the following Canadian Standards Association (CSA) standards:
  - a. CSA W47.1 (current version), Certification of Companies for Fusion Welding of Steel Division Level 2.1;
2. Before contract award (call-up finalized) and within 5 calendar days of the written request by the Contracting Authority, the successful Bidder must submit evidence demonstrating \_\_\_\_\_ (insert "its" or "its and its subcontractor's" or "its subcontractor's") certification by CWB in accordance with the CSA welding standards.

## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

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## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

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

#### 7.2 Security Requirements

7.2.1 There is no security requirement applicable to the Standing Offer.

#### 7.3 Standard Clauses and Conditions

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

##### 7.3.1 General Conditions

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

##### 7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods 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 below. 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 semi-annual basis to the Standing Offer Authority.

The semi-annual reporting periods are defined as follows:

- first half: April 1 to September 30
- second half: October 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

#### **7.4 Term of Standing Offer**

##### **7.4.1 Period of the Standing Offer (initial Period)**

The period for making call-ups against the Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_.

##### **7.4.2 Extension of Standing Offer**

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

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

##### **7.4.3 Delivery Point**

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

##### **7.4.4 Delivery Requirement:**

The Offeror must make the complete delivery, within 120 calendar days from the effective date of the Call-up. Based on operational needs, Canada reserves the right to negotiate a shorter delivery period for each call-up.

#### **7.5 Authorities**

##### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Al Takasaki  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: Room 219 - 800 Burrard Street,  
Vancouver, B.C. V6Z 0B9

Telephone: 604-671-1831  
E-mail address: Al.Takasaki@pwgsc-tpsgc.gc.ca

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

##### **7.5.2 Project Authority**

The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 7.5.3 Offeror's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

### 7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: DFO Project Authority or delegated representative.

### 7.7 Call-up Procedures

As more than one standing offer is expected to be awarded for this requirement, Canada will use the following approach to select an offeror:

An offeror will be selected based on which offeror is farthest away from their predetermined maximum percentage distribution, therefore ensuring that work is evenly distributed as identified to the offerors in the standing offers. In the case where insufficient funds remain in a offeror's standing offer to complete a proposed Call-up, the offeror next farthest away from their % distribution, and with enough funds remaining, will be selected for the work.

Example:

Offeror 1 has a Standing Offer with an identified proportion of \$800,000;  
Offeror 1 has been issued Call-ups totalling \$200,000;  
Offeror 2 has a Contract with an identified proportion of \$700,000;  
Offeror 2 has been issued Call-ups totalling \$150,000,

Offeror 1:  $\$200,000/\$800,000 = 0.250$

Offeror 2:  $\$150,000/\$700,000 = 0.214$

In this case, Offeror 2's TA is only 21.4% expended, and Offeror 2 will be recommended for the next call-up award.

The recommended offeror may be bypassed for a call-up for any of the following reasons:

- a) If the recommended offeror confirms in writing that it is unable to perform the call-up at the delivery required; and
- b) If the contractor has not met and completely fulfilled the commitment(s) under a previous call-up, Canada reserves the right to bypass an offeror until the previous call-up has been fulfilled. For example, the contractor did not meet the call-up delivery date and has not fulfilled the call-up. Canada also reserves the right to cancel the call-up and issue the call-up to the next recommended contractor.

The amounts of all call-ups issued will be tracked by both the Project Authority and by the Contracting Authority.

### 7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

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

or

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

### 7.9 Limitation of Call-ups

Individual call-ups issued by the Department of Fisheries and Oceans, against the Standing Offer must not exceed \$100,000.00 (Applicable Taxes included).

Individual call-ups against the Standing Offer exceeding \$100,000.00 must be issued by Public Works and Government Services Canada Contracting Authority.

### 7.10 Financial Limitation

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

#### 7.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2006 (2019-03-04), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A (2018-06-21) Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment; and
- g) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable*).

#### 7.12 Certifications and Additional Information

##### 7.12.1 Compliance

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

#### 7.13 Applicable Laws

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

#### 7.14 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

## 7.15 Price List

Following issuance of a Standing Offer, it is the Offeror's responsibility to supply and update price lists and/or catalogues as Canada may require. The Offeror must provide one (1) copy of its catalogue and price list and updates to each Identified User requesting a copy. The Offeror must further send one (1) copy to the Standing Offer Authority at the address stated in the Standing Offer.

## 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. (*Included if Credit card payments are acceptable by the Offeror*)

### 7.3 Term of Contract

#### 7.3.1 Delivery Date

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

#### 7.3.2 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) DFO; Steveston Harbour Authority, Steveston BC and French Creek Harbour Authority, Parksville BC, Incoterms 2000 for shipments from a commercial contractor

### 7.4 Payment

#### 7.4.1 Basis of Payment - Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in Annex B for a cost of \$ ( *the amount of call-up*). 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 Prepaid Transportation Costs** (applies if DFO requests shipment to a location other than Steveston Harbour Authority, Steveston BC and French Creek Harbour Authority, Parksville BC)

The Contractor must prepay transportation costs. Prepaid transportation costs must be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill of lading.

**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.
2. Invoices must be distributed as follows:
  - a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

**7.6 Welding Certification - Contract**

1. The Contractor must ensure that welding is performed by a welder certified by the Canadian Welding Bureau(CWB) for the following Canadian Standards Association(CSA) standard(s):
  - a. CSA W47.1 (current version), Certification of Companies for Fusion Welding of Steel Division Level 2.1
2. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.
3. Before the issuance of an order (call-up) and upon request from the Project Authority, the Contractor must provide approved welding procedures and/or a list of welding personnel they intend to use in the performance of the Work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB certification to CSA welding standards.

**7.7 Insurance**

SACC Manual clause G1005C (2016-01-28) Insurance – No Specific Requirement

**7.8 SACC Manual Clauses**

B7500C (2006-06-16) Excess Goods



## **ANNEX "A"**

### **REQUIREMENT**

### **STEEL SUPPLY SPECIFICATION**

FISHERIES AND OCEANS CANADA  
SMALL CRAFT HARBOURS – PACIFIC REGION

200 – 401 Burrard Street  
Vancouver, British Columbia  
V6C 3S4

## A. INTRODUCTION

### 1 GENERAL

- .1 Supply and deliver of various steel piles and structural steel material to two (2) locations in British Columbia on an as-and-when-requested basis for Department of Fisheries and Oceans Canada, Vancouver, B.C.
- .2 Structural steel material are categorized as follows:
  - .1 Steel Piles: Pipe Piles, Sheet Piles and H-Piles
  - .2 Structural Steel: Wide Flange Beams, C-Channels, Angle Iron, Hollow Structural Steel, and Miscellaneous Structural Mild Steel

### 2 DEFINITIONS

- .1 "Owner": Small Craft Harbours Program of the Department of Fisheries and Oceans, 200-401 Burrard Street Vancouver B.C. V6C 3S4
- .2 "Standing Offer Authority": Commercial Acquisitions / Pacific Region, Public Services and Procurement Canada.
- .3 "Offeror": The party accepted by the Owner with whom a formal Contract is entered to provide material and/or service according to the Standing Offer.
- .4 "Project Authority": The representative of the department or agency for whom the Work is being carried out under the Standing Offer and associated Call-ups and is responsible for all matters concerning the technical content of the Work under associated Call-ups.

### 3 DELIVERY POINTS

- .1 Steveston Harbour Authority: 12740 Trites Road, Richmond, BC. V7E 3R8.
- .2 French Creek Harbour Authority: 1055 Lee Road, Parksville, BC. V9P 2E1.

### 4 WORK POINTS

- .1 Work covered in this Standing Offer comprises of the supply, fabrication, delivery and quality control of steel products.
- .2 Freight to Steveston Harbour Authority in 53ft flat deck tri-axle. Offloading onsite will be the responsibility of the Owner.
- .3 Freight to French Creek Harbour Authority in 53ft flat deck tri-axle. Offloading onsite will be the responsibility of the Owner.
- .4 General work to be performed under this Standing Offer must include the supply and delivery of the following items:

**.1 Steel Pipe Piles:**

- .1 Straight seam and spiral seam
- .2 Outer diameters and thickness' as listed in Table B.1 and B.2 of Annex B
- .3 Steel pipe piles must be continuous full lengths of 12m to 18.3m long with 1.52m length increments

**.2 Steel Sheet Piles:**

- .1 AZ 19-700 or approved "equivalent" with Hot Rolled Larssen Interlock.
- .2 Steel Sheet Piles must be supplied in pairs
- .3 Keyway / Interlock
  - .1 C19 (or approved "equivalent")
  - .2 Omega 18 (or approved "equivalent")
  - .3 Delta 19 (or approved "equivalent")
  - .4 E22 (or approved "equivalent")
- .4 Sheet pile and Keyways must be continuous full lengths of 12m to 18.3m long with 1.52m increments

**.3 Steel H-Piles:**

- .1 Size and thickness must be as listed in Table B.4 of Annex B
- .2 H-Piles must be continuous full lengths of 6.1m to 12m long with 1.52m length increments.

**.4 Steel Structural Sections:**

- .1 Wide flange beam;
- .2 C-Channel;
- .3 Angle Iron;
- .4 Hollow Structural Steel (HSS);
- .5 Miscellaneous Structural Mild Steel
- .6 Structural steel section must be continuous full lengths up to 12m.

**A. STEEL PILES SECTION**

**1 GENERAL**

**.1 DESCRIPTION**

- .1 This section describes the requirements for the supply and fabrication of steel pipe piles, sheet piles and H-Piles.

**.2 MEASUREMENT AND PAYMENT**

- .1 Steel piles will be measured **per pound**.
- .2 Steel piles will be paid for at the unit prices in each call-up.

- .3 This section must be applicable for lengths between 12m to 18.3m long with 1.52m length increments.
- .4 This section must be applicable to the different pipe thickness listed in Table B.1 and B.2 of Annex B. For example a 457.2mm Outer Diameter Spiral Seam Steel Pipe pile must be applicable for 12.7mm, 15.9mm and 19.1mm thickness.
- .5 The Offeror is responsible for the handling and loading of the steel piles onto a truck at the Offeror's yard based on a full truck load (53ft flat deck triaxle).
- .6 Freight to Steveston Harbour and freight to French Creek Harbour are based on per full 53ft triaxle truck load.

### .3 REFERENCES

- .1 American Petroleum Institute (API) Spec 5L, Specification for Line Pipe.
- .2 ASTM A252, Standard Specifications for Welded and Seamless Steel Pipe Piles.
- .3 ASTM A27/A27M, Standard Specification for Steel Castings, Carbon, for General Application.
- .4 CSA G40.20/G40.21, General Requirements for Rolled or Welded Structural Quality Steel/Structural Quality Steel.
- .5 CSA W47.1, Certification of Companies for Fusion Welding of Steel.
- .6 CSA W48, Filler Metals and Allied Materials for Metal Arc Welding (developed in cooperation with the Canadian Welding Bureau).
- .7 CSA W59, Welded Steel Construction.
- .8 CSA W178.1, Certification of Welding Inspection Organizations
- .9 CSA W178.2, Certification of Welding Inspectors.
- .10 CAN/CSA Z245.1, Steel Line Pipe.

### .4 DEFINITIONS

- .1 Piles: Pipe Piles, Sheet Piles, and H-Piles

### .5 SUBMITTALS

- .1 Offeror must provide Mill certificates for steel piles signed by manufacturer certifying that the materials comply with specified performance characteristics and physical properties. Steel producer certificates and mill test reports must be in accordance with CAN/CSA-G40.20.

### .6 DELIVERY, STORAGE AND HANDLING

- .1 Piles must be handled and stored so as to avoid over stressing or injury, and any piles bent or damaged, or in any way made defective must be corrected or replaced to the satisfaction of the Project Authority.
- .2 Offeror must deliver new, undamaged materials to the site, accompanied by certified test reports, with manufacturer's logo and mill identification mark provided on pipe piles.
- .3 Piles must be stored above ground on wood supports or dunnage. Contact surfaces of supports or dunnage must be smooth and covered with suitable padding material.

## **2 PRODUCTS**

### **.1 STEEL PIPE PILES**

- .1 Steel pipe piles must have minimum yield strength of 310 MPa meeting the requirements of the latest edition of at least one of the following specifications:
  - .1 ASTM A252 Grade 3
  - .2 API 5L Grade X46
  - .3 CSA Z245.1-M

### **.2 SHEET PILES**

- .1 Steel sheet for piling must be hot rolled with Larssen Interlock.
- .2 Steel sheet pile must conform to CAN/CSA STD G40.20/G40.21 Grade 350W or approved "equivalent".
- .3 Steel sheet piles must have a Hot Rolled Corner or keyways "equivalent" to C14, Omega 18, E22 and Delta 13.
- .4 Steel sheet piles must be supplied in double pile form or "in pairs".

### **.3 H-PILE**

- .1 Steel H-Pile must conform to CSA G40.21 Grade 350W or approved "equivalent".

### **.4 FABRICATION AND QUALITY CONTROL**

- .1 Offeror must supply new full length piles in accordance with the call-up.
- .2 Splicing outside the mill is not allowed.
- .3 The Project Authority, at his sole discretion, may carry out additional quality assurance inspection and/or quality assurance testing of seam welds and splicing. Such additional inspection and/or testing will not augment or replace the Contractor's quality control, nor relieve him of his contractual responsibility.

- .4 If the Project Authority's inspection of a weld or splice indicates poor alignment of the pipe, insufficient penetration of the weld, lack of fusion, slag inclusion, porosity, or fails to meet any requirements of this Section, the offeror must take the necessary corrective measures to provide a full strength weld to the satisfaction of Project Authority. The cost of correcting defective welds and retesting must be borne by the Contractor.
- .5 Welding practice and qualifications of fabricators and erectors of welded construction must conform to the requirements of CSA Standards W47, W48, and W59, latest editions.
- .6 Straightness: Deviation from straight line over total length of fabricated pile must not exceed  $L/1000$ , where L is the total length of the pile.
- .7 End Squareness: When any pile section is placed with its end in contact with a plane perpendicular to the pile axis, no part of the circumference must be more than 2.0 mm away from the plane.
- .8 The Offeror must provide necessary certification from a certifier acceptable to the Project Authority to demonstrate that the material meets the above standards.
- .9 Used or salvage steel is not allowed.

.5 CORROSION PROTECTION

- .1 NOT APPLICABLE

### 3 EXECUTION

- .1 NOT APPLICABLE

## B. STEEL STRUCTURAL SECTION

### 1 GENERAL

.1 DESCRIPTION

- .1 This section describes the requirements for supply and fabrication of steel structural sections that includes Wide Flange Beam (W), C-Channel (C), Angle Iron (L), Hollow Structural Steel (HSS) and Miscellaneous Structural Mild Steel.

.2 MEASUREMENT AND PAYMENT

- .1 Structural Section will be measured **per pound**.
- .2 Structural Section will be paid for at the unit prices tendered in the call-up.
- .3 The Contractor is responsible for the handling and loading of the Structural Steel onto the trucks at Offeror's yard.( 48ft tandem axle truck load)

- .4 The Structural Section is applicable for any lengths up to 12m long.
- .5 Miscellaneous Structural Mild Steel: The Owner must be able to call up against any structural mild steel under the unit rate that is not categorized under Piles, C-Channel, Angle Iron, Hollow Structural Steel such as but not limited to flat bar, plates, Tee beams, S-shape beams, MC Channel, rods and bars. A list of typical structural mild steel can be found in the latest edition of the CISC Handbook of Steel Construction.
- .6 The Offeror is responsible for all handling and loading of the Steel Structural parts onto a truck at the supplier's yard.
- .7 Freight to Steveston Harbour and freight to French Creek Harbour are based on per 48ft tandem axle truck load.

.3 REFERENCES

- .1 ASTM A36/A 36M-08, Specification for Structural Steel
- .2 CSA G40.20/G40.21, General Requirements for Rolled or Welded Structural Quality Steel/Structural Quality Steel.

.4 DEFINITIONS

- .1 Structural Mild Steel: Malleable and ductile low carbon steel (approximate 0.05% - 0.25% carbon) that are used in construction and building projects.

.5 SUBMITTALS

- .1 If requested, the Offeror must submit to Project Authority certified copies of mill reports, analyses, and tests covering chemical and physical properties of materials used in the work.

.6 DELIVERY, STORAGE AND HANDLING

- .1 All products must be handled and stored so as to avoid over stressing or injury, and any product bent or damaged, or in any way made defective in the opinion of the Owner or Project Authority must be made good to his satisfaction or replaced.

## 2 PRODUCTS

.1 MATERIALS

- .1 Hollow structural steel sections must conform to CSA Standard G40.20/G40.21-M, Class "C", Grade 350W.
- .2 All other rolled sections must be grade 350W conforming G40.20/G40.21-M and A36.

**.2 FABRICATION AND QUALITY CONTROL**

- .1 If requested, the offeror must submit to the Project Authority certified copies of mill reports, analyses test covering chemical and physical properties of materials used in fabrication.
- .2 All structural steel must be straight and free from kinks or bends. Kinks and bends will be cause for rejection of the steel.
- .3 Steel must be free of surface defects and internal discontinuities.
- .4 Used or salvaged steel must not be used.
- .5 All proposed steel products must not be spliced to length.

**.3 CORROSION PROTECTION**

- .1 NOT APPLICABLE

**3 EXECUTION**

- .1 NOT APPLICABLE



## ANNEX "B" BASIS OF PAYMENT

All prices must be in Canadian Funds and remain firm prices for the specified period of the Standing Offer.

All prices in the optional period (Year 2) for Steel products at the time of call up, will be subject to the Steel Adjustment and Steel Adjustment formula, as set out in this Annex B.

All unit prices for steel piles and steel structural must include the handling and loading onto the trucks at the Offeror's yard.

All unit prices in Table B.1, B.2 and B.3 must apply for lengths between 12 meters to 18.3 meters long with 1.52 meters length increments.

All unit prices in Table B.4 and B.4 must apply for lengths up to 12 meters long

**Table B.1 SPIRAL SEAM STEEL PIPE PILES**

Item No.	CLASS OF LABOUR, PLANT OR MATERIAL	Unit of Measurement	Firm Unit Price	
			Year 1	Year 2
1	457.2mm OD x (12.7/15.9/19.1) mm thick	lbs	\$	\$
2	609.6mm OD x (12.7/15.9/19.1)mm thick	lbs	\$	\$
3	762mm OD x (9.5/12.7/15.9) mm thick	lbs	\$	\$
4	914.4mm OD x (9.5/12.7/15.9) mm thick	lbs	\$	\$
5	1066.8mm OD x (9.5/12.7/15.9)mm thick	lbs	\$	\$
6	Freight to Steveston Harbour - 53ft flat deck tri-axle, fully loaded	each	\$	\$
7	Freight to French Creek Harbour - 53ft flat deck tri-axle, fully loaded	each	\$	\$

**Table B.2 STRAIGHT SEAM STEEL PIPE PILES**

Item No.	CLASS OF LABOUR, PLANT OR MATERIAL	Unit of Measurement	Firm Unit Price	
			Year 1	Year 2
1	457.2mm OD x (12.7/15.9/19.1) mm thick	lbs	\$	\$
2	609.6mm OD x (12.7/15.9/19.1)mm thick	lbs	\$	\$
3	762mm OD x (9.5/12.7/15.9) mm thick	lbs	\$	\$
4	914.4mm OD x (9.5/12.7/15.9) mm thick	lbs	\$	\$
5	1066.8mm OD x (9.5/12.7/15.9)mm	lbs	\$	\$
6	Freight to Steveston Harbour - 53ft flat deck tri-axle, fully loaded	each	\$	\$
7	Freight to French Creek Harbour - 53ft flat deck tri-axle, fully loaded	each	\$	\$

**Table B.3 STEEL SHEET PILES**

Item No.	CLASS OF LABOUR, PLANT OR MATERIAL	Unit of Measurement	Firm Unit Price	
			Year 1	Year 2
1	AZ 19 - 700 or approved equivalent	lbs	\$	\$
2	Sheet pile keyway / interlock	lbs	\$	\$
3	Freight to Steveston Harbour - 53ft flat deck tri-axle, fully loaded	each	\$	\$
4	Freight to French Creek Harbour - 53ft flat deck tri-axle, fully loaded	each	\$	\$

**Table B.4 STEEL H-Piles**

Item No.	CLASS OF LABOUR, PLANT OR MATERIAL	Unit of Measurement	Firm Unit Price	
			Year 1	Year 2
1	HP12 x (53/74/84) lb/ft	lbs	\$	\$
2	HP14 x (89/102) lb/ft	lbs	\$	\$
3	Freight to Steveston Harbour - 53ft flat deck tri-axle, fully loaded	each	\$	\$
4	Freight to French Creek Harbour - 53ft flat deck tri-axle, fully loaded	each	\$	\$

**Table B.5 STEEL STRUCTURAL PRODUCTS**

Item No.	CLASS OF LABOUR, PLANT OR MATERIAL	Unit of Measurement	Firm Unit Price	
			Year 1	Year 2
1	Wide Flange Beam up to 90lbs/ft	lbs	\$	\$
2	Wide Flange Beam 90lbs/ft to 200lbs/ft	lbs	\$	\$
3	C-Channel	lbs	\$	\$
4	Angle Iron	lbs	\$	\$
5	Hollow Structural Steel	lbs	\$	\$
6	Miscellaneous Structural Mild Steel	lbs	\$	\$
7	Freight to Steveston Harbour - 48ft tandem axle truck, fully loaded	Each	\$	\$
8	Freight to French Creek Harbour - 48ft tandem axle truck, fully loaded	Each	\$	\$

**B.1.1 Steel Product Pricing YEAR 1 - Initial 6 month Period**

The pricing for all steel products in Year 1 will remain a firm price for the initial 6 months period. The initial 6 months will start from the final closing date of the solicitation. The initial 6 month period will end on

**B.1.2 Steel Products Pricing Adjustment – the remainder of Year 1 and the Option Period**

After the initial 6 month period, the Steel Product pricing will be adjusted for each call-up based on the Stats Canada "Primary ferrous metal products [North American Product Classification System Code

[P61]" Price Index. The Steel Pricing per unit will be the Steel Product Pricing, as set out in Table B.1 to B.5, together with a Steel Adjustment. The Steel Adjustment can either be a positive amount or negative amount.

### Steel Adjustment

The Steel Adjustment will be based on the percentage change in the Stats Canada Industrial Product Price Index for "Primary ferrous metal products" [North American Product Classification System Code [P61]", available on the following Stats Canada website

<https://www150.statcan.gc.ca/t1/tbl1/en/cv.action?pid=1810003001>

"{Primary ferrous metal products [North American Product Classification System Code [P61]" (Monthly) Price Index Level.

(CPI 1): \_\_\_\_\_

### Steel Adjustment Formula

The Steel Adjustment is calculated by the Steel Product Pricing set out in Table B.1 to B.5 multiplied by the percentage change between [P61] Price Index (CPI 2) and the Initial [P61] Price Index (CPI 1)

Steel Adjustment per unit = Steel Product Pricing [in Table B.1 to B.5] x ((CPI2-CPI1)/CPI1)

### WHERE

Initial monthly Price Index (CPI 1):

CPI 1 = the average of the Industrial Product Price monthly index [P61] for the 3 months ending 2 months prior to Standing Offer award.

[P61] (monthly) Price Index (API X) at the time of call-up:

CPI 2 = the average of the Industrial Product Price monthly index for the 3 months ending 2 months prior Price Adjustment date

For example, if the Standing Offer is issued on July 1-31, the 3 months would be Feb, March, and April

### Example:

Initial Pipe Pile Pricing = \$10 / pound

CPI 1 (Initial) – 1.00

CPI 2 – 1.12

Steel Adjustment = \$10 x ((1.12 – 1.00)/1.00) = \$1.20

Steel Cost = \$1.20 + \$10.00 = \$11.20 / pound

## **Annex C to Part 3 of the Request for Standing Offer**

### **Technical and Financial Offer Instructions**

#### **1 Technical Offer**

The technical offer consists of the following:

**1.1 Bid Submission Form:** Bidders are requested to include the Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

**1.2 Substantiation of Technical Compliance:** The technical bid must substantiate the compliance of the Bidder and its proposed solution with the specific articles of Annex A (Requirement) identified in the Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient.

**1.3** If a bidder proposes the suggested standards or hardware that is defined in Annex "A", documentation to substantiate technical compliance of that specific item is not required.

**1.4** If a bidder proposes an "equivalent" alternative, a bidder must comply with Article 2.4 Equivalent Products in Part 2 of this solicitation document.

Where Canada determines that the substantiation is not complete, the Bidder will be declared non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Reference" column of the Substantiation of Technical Compliance Form, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers.

#### **2. Financial Offer:**

Bidders must provide unit pricing for all items in Annex B – Basis of Payment

##### **2.1 Steel Piles and Steel Structural Products (Table B.1 to B.5 of Annex B)**

###### **a) Firm Unit Price – Year 1**

Bidders must provide unit pricing per pound for all steel piles and structural products. These prices will remain firm for a period of 6 months from the closing date of the solicitation or any amendments to the solicitation. After the 6 month period, the pricing will be adjusted based on the increase or decrease of Statistics Canada steel price index for each call-up. See formula in Annex B.

###### **b) Optional Period (Year 2)**

Bidders must provide firm unit pricing per pound for all steel piles and structural products.

The pricing will be adjusted based on the increase or decrease of Statistics Canada steel price index for each call-up. See formula in Annex B.

## 2.2 Freight to Steveston and French Creek Harbours :

Bidders must provide freight costs based on being fully load with the steel products and the truck type, as specified in each Pricing Table in Annex B. This price will remain firm for the entire period as defined in the Standing Offer.

## 3 Estimate Quantities

The estimated quantities listed herein are for evaluation purposes only and do not represent any commitment on the part of Canada.

Using the pricing tables completed by the offerors, the Total Evaluation Price will be calculated based on the following estimated quantities that may be purchased over the 2 year period the Standing Offer.

**Table B.1 SPIRAL SEAM STEEL PIPE PILES**

Item No.	CLASS OF LABOUR, PLANT OR MATERIAL	U or I	Est Qty per year
1	457.2mm OD x (12.7/15.9/19.1) mm thick	lbs	111,540
2	609.6mm OD x (12.7/15.9/19.1)mm thick	lbs	180,875
3	762mm OD x (9.5/12.7/15.9) mm thick	lbs	113,713
4	914.4mm OD x (9.5/12.7/15.9) mm thick	lbs	102,557
5	1066.8mm OD x (9.5/12.7/15.9)mm thick	lbs	53,236
6	Freight to Steveston Harbour - 53ft flat deck tri-axle, fully loaded	each	5
7	Freight to French Creek Harbour - 53ft flat deck tri-axle, fully loaded	each	5

**Table B.2 STRAIGHT SEAM STEEL PIPE PILES**

Item No.	CLASS OF LABOUR, PLANT OR MATERIAL	U of I	Est Qty per year
1	457.2mm OD x (12.7/15.9/19.1) mm thick	lbs	67,347
2	609.6mm OD x (12.7/15.9/19.1)mm thick	lbs	135,656
3	762mm OD x (9.5/12.7/15.9) mm thick	lbs	113,713
4	914.4mm OD x (9.5/12.7/15.9) mm thick	lbs	68,372
5	1066.8mm OD x (9.5/12.7/15.9)mm	lbs	53,236
6	Freight to Steveston Harbour - 53ft flat deck tri-axle, fully loaded	each	4
7	Freight to French Creek Harbour - 53ft flat deck tri-axle, fully loaded	each	4

**Table B.3 STEEL SHEET PILES**

Item No.	CLASS OF LABOUR, PLANT OR MATERIAL	U of I	Est Qty per year
1	AZ 19 - 700 or approved equivalent	lbs	258,000
2	Sheet pile keyway / interlock	lbs	2,400
3	Freight to Steveston Harbour - 53ft flat deck tri-axle, fully loaded	each	3
4	Freight to French Creek Harbour - 53ft flat deck tri-axle, fully loaded	each	1

Solicitation No. - N° de l'invitation  
F1571-188009/A  
Client Ref. No. - N° de réf. du client  
F1571-188009

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

Buyer ID - Id de l'acheteur  
VAN532  
CCC No./N° CCC - FMS No./N° VME

**Table B.4 STEEL H-Piles**

Item No.	CLASS OF LABOUR, PLANT OR MATERIAL	U of I	Est Qty per year
1	HP12 x (53/74/84) lb/ft	lbs	20,000
2	HP14 x (89/102) lb/ft	lbs	20,000
3	Freight to Steveston Harbour - 53ft flat deck tri-axle, fully loaded	each	1
4	Freight to French Creek Harbour - 53ft flat deck tri-axle, fully loaded	each	1

**Table B.5 STEEL STRUCTURAL PRODUCTS**

Item No.	CLASS OF LABOUR, PLANT OR MATERIAL	U of I	Est Qty per year
1	Wide Flange Beam up to 90lbs/ft	lbs	10,000
2	Wide Flange Beam 90lbs/ft to 200lbs/ft	lbs	10,000
3	C-Channel	lbs	6,000
4	Angle Iron	lbs	3,000
5	Hollow Structural Steel	lbs	3,000
6	Miscellaneous Structural Mild Steel	lbs	3,000
7	Freight to Steveston Harbour - 48ft tandem axle truck, fully loaded	Each	1
8	Freight to French Creek Harbour - 48ft tandem axle truck, fully loaded	Each	1

Solicitation No. - N° de l'invitation  
F1571-188009/A  
Client Ref. No. - N° de réf. du client  
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Amd. No. - N° de la modif.  
File No. - N° du dossier

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

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## **ANNEX “D” 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)

Solicitation No. - N° de l'invitation  
F1571-188009/A  
Client Ref. No. - N° de réf. du client  
F1571-188009

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

Buyer ID - Id de l'acheteur  
VAN532  
CCC No./N° CCC - FMS No./N° VME

## FORM A – BID SUBMISSION FORM

BID SUBMISSION FORM	
Bidder's full legal name	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003]	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently <b>directors of the Bidder</b> . Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.	
On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.	
Signature of Authorized Representative of Bidder	Date



## FORM B: Substantiation of Technical Compliance Form

### GENERAL INSTRUCTION

- 1) Bidders are requested to:
  - a) indicate opposite each specification under **MANDATORY SPECIFICATIONS**, in the right hand margin under **Comply**, whether or not the products being offered meets or does not meet the requirements and
  - b) reference the page number(s) in the provided Technical literature and in the Technical literature, highlight the technical information that supports your compliance with the mandatory specifications below
- 2) It will be to your advantage to furnish as much detail as possible to support the specifications your comments / claims of compliance for each specification.
- 3) Canada is under NO obligation to seek clarification of the bid(s) or the supporting technical documentation provided. Bidders should note that failure to demonstrate any capability to which they claim compliance will result in their proposal being considered non-responsive. Any deviation is to be clearly identified and supported with full details.
- 4) Unless stated otherwise, all documentation to substantiate compliance for all items in Form B must be submitted on or before the bid closing date and time.
- 5) If a bidder is offering the suggested Make (Manufacturer) **and Model**, substantiation documentation is not required. In all other cases, documentation to substantiate compliance is required with your bid, prior to the bid closing date and time.

## FORM B

### SUBSTANTIATION OF TECHNICAL COMPLIANCE FORM

No.	Mandatory Specification	Comply (Y/N)	Bidders Instructions Provide Page # and or comments
<b>M1.0</b>	<b>Technical</b> Bidder must have the ability to provide all steel products in accordance with Annex A		
<b>M1.1</b>	<b>PIPE PILE:</b> Brochure(s)/Technical literature  Bidder's must provide brochure(s) and / or literature that has <ul style="list-style-type: none"> <li>a. a list of offered steel pipe piles which must include all Pipe Pile types and sizes listed in Table B.1 and B.2 of Annex B and</li> <li>b. technical specifications that demonstrates that the steel pipe piles has a minimum yield strength of 310 MPa, meeting the requirements of at least one of the following specifications:               <ul style="list-style-type: none"> <li>i. ASTM A252 Grade 3</li> <li>ii. API 5L Grade X46</li> <li>iii. CSA Z245.1-M</li> </ul> </li> </ul>		
<b>M1.2</b>	<b>PIPE PILE:</b> Past Mill Certification for previously supplied.  Bidder's must provide Mill Certifications for at least 8 various sized pipe piles, listed in Table B.1 and B2 of Annex B, that: <ul style="list-style-type: none"> <li>a. are not older than 5 years;</li> <li>b. shows chemical composition; yield strength, steel grade and</li> <li>c. Meets the minimum yield strength of 310 MPa meeting the requirements of at least one of the following specifications:               <ul style="list-style-type: none"> <li>i. ASTM A252 Grade 3</li> <li>ii. API 5L Grade X46</li> </ul> </li> </ul>		
<b>M1.3</b>	<b>SHEET PILES:</b> Technical Specifications  The Bidders must provide brochure(s) and / or literature that demonstrates the		

No.	Mandatory Specification	Comply (Y/N)	Bidders Instructions Provide Page # and or comments
	following a) Hot rolled Larssen Interlock; b) Minimum Grade 350W; c) Corners are hot rolled and d) Sheet piles supplied in double pile form or "in pairs".		
<b>M1.3.1</b>	<b>Keyway / Interlock</b> a) C19 (or approved "equivalent") b) Omega 18 (or approved "equivalent") c) Delta 19 (or approved "equivalent") d) E22 (or approved "equivalent")		<b>Proposed:</b> a. _____ b. _____ c. _____ d. _____
<b>M1.4</b>	<b>SHEET PILES:</b> Past Mill Certification for previously supplied. Bidder's must provide Mill Certifications, for at least 3 different orders of sheet piles that: a. are not older than 5 years; b. conform to CAN/CSA STD G40.20/G40.21 Grade 350W or approved "equivalent" and c. Meet AZ 19-700 or approved "equivalent".		<b>Proposed:</b> b. _____ c. _____
<b>M1.5</b>	<b>H-PILES:</b> Previous Mill Certification for previously supplied. Bidder's must provide Mill Certifications for at least 5 various H-pile sizes, that are listed in Table B.4 of Annex B, that: a. are not older than 5 years; b. shows chemical composition; yield strength, steel grade and c. conform to CSA G40.21 Grade 350W or approved "equivalent."		<b>Proposed:</b> c. _____
<b>M1.6</b>	<b>DELIVERY, STORAGE AND HANDLING</b> Bidders must demonstrate how their handling, storage, and loading and shipping procedures that will avoid over stressing or injury, that may bent or damaged any products. Bidders may use or include pictures to support their procedures."		

No.	Mandatory Specification	Comply (Y/N)	Bidders Instructions Provide Page # and or comments
<b>M2.0</b>	<b>Company Capacity</b>		
<b>M2.1</b>	The bidder must have been in business for a minimum of 5 years.		
	Provide company's profile		
<b>M2.2</b>	The bidder must have a customer telephone /email response procedure.		
<b>M2.3</b>	<p>The bidder must have past experience and the capability of supplying the steel products as detailed in Annex A.</p> <p>Bidders must demonstrate their past and present ability of supplying the required steel product to British Columbia.</p>		
<b>M2.4</b>	<p>The bidder must have delivered a minimum of five (5) orders since June 1, 2017, that have a minimum value \$200,000 (applicable taxes included) each.</p> <p>For each order profile, bidders are required to provide, as a minimum; the quantity supplied, the type of steel supplied, the overall cost, the project name, if applicable, location sent and the client.</p>		
<b>M2.5</b>	<p>From the above orders in M2.4, the bidder must provide a minimum of 3 client references. Bidders are to the Company Name, if not already provided, contact person and telephone and email address. Canada reserves the right to contact the provided reference.</p>		