

**RETURN BIDS TO:**

## RETOURNER LES SOUMISSIONS À:

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

**1713 Bedford Row**

**Halifax, N.S./Halifax, (N.É.)**

## Halifax

## Nova Scotia

**B3J 1T3**

**Bid Fax: (902) 496-5016**

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

## National Master Standing Offer (NMSO)

## Offre à commandes principale et nationale (OCPN)

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

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

## Comments - Commentaires

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

**Issuing Office - Bureau de distribution**

Atlantic Region Acquisitions/Région de l'Atlantique  
Acquisitions

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scot

B3J 1T3

<b>Title - Sujet</b> RISO- Steering Gear- Service, Parts	
<b>Solicitation No. - N° de l'invitation</b> F5561-200305/A	<b>Date</b> 2020-06-18
<b>Client Reference No. - N° de référence du client</b> F5561-200305	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$HAL-203-6007
<b>File No. - N° de dossier</b> HAL-0-84010 (203)	<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 2020-07-07</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> MacDonald (HAL), Isabelle	<b>Buyer Id - Id de l'acheteur</b> hal203
<b>Telephone No. - N° de téléphone</b> (902)403-9839 ( )	<b>FAX No. - N° de FAX</b> (902)496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF FISHERIES AND OCEANS ATLANTIC REGION SOUTH - NS, NB, PEI ATLANTIC REGION NORTH - NL 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>

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F5561-200305/A  
Client Ref. No. - N° de réf. du client  
F5561-200305

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

Buyer ID - Id de l'acheteur  
HAL203  
CCC No./N° CCC - FMS No./N° VME

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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:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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 Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

1.2.1 The intent of this Statement of Work is for Contractor to provide OEM parts and service for John Hastie Steering System components and equipment for installation, upgrade, add-ons, troubleshooting and repairs onboard Department of Fisheries and Oceans (DFO)/Canadian Coast Guard (CCG) Vessels in the Atlantic Region.

The Standing Offer requirement is on an as is and when required basis for DFO/CCG Vessels in the Atlantic Region. This includes provision of labour, OEM parts, components, equipment and Service to install, maintain, troubleshoot, renew and repair John Hastie Steering Systems in the Atlantic Region North (Newfoundland) and Atlantic Region South (Nova Scotia, P.E.I and New Brunswick).

Individual call-ups in Atlantic region will be initiated from either the Coast Guard Marine Engineering Office in St. John's, Newfoundland or the office in Dartmouth, Nova Scotia.

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Contractor must be capable of responding to a service requested within twenty four (24) hours for normal requirements, upon receipt of the call-up.

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

### 1.3 Debriefings

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

### 1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional 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) (<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](#) (2020-05-28) 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: 90 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 RFSO:

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

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

[TPSGC.RARceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RARceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca)

**Note:** Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect."

## 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

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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: 2019-01](#) 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.

## **2.4 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority 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 Nova Scotia.

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

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. 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 (one hard copies)  
Section II: Financial Offer (one hard copies)

Section III: Certifications (one hard copies)

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

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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:

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



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

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

#### **Section I: Technical Offer**

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

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

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

##### **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 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**

Provide proof for the following;

- 1) Possesses original equipment manufacturer drawings
- 2) Possesses original equipment manufacturer manuals
- 3) Must have completed ten technical jobs on John Hastie Steering Systems in the last 10 years. The experience must include, at a minimum, 5 directly related interactions and repair work

conducted on John Hastie Steering Gear and a minimum of 5 troubleshooting interactions with John Hastie Steering systems.

- a. Provide details of work completed;
  - i. Name of ship
  - ii. Ship Owner
  - iii. Work description (with details): Such as
    1. Full overhaul for Classification society
    2. Disassembly and overhaul of steering pumps
    3. Disassembly and overhaul of carrier bearing
    4. Disassembly and overhaul of telemotor system
    5. Verification of Alignment
    6. Removal and Inspection of Rudder / Pintles
- 4) Have qualified machinists that have experience fabricating steering components as per technical drawings, all machinists must be certified and have a minimum of 5 years' experience.  
\*If you are providing information from another company, you must have that company's permission to do so\*

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Evaluation of Price - Offer**

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price-Offer

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

##### **4.2.1 Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

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

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

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

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

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

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

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### 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 property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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

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

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

#### 5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

##### 5.2.3.1 Status and Availability of Resources

SACC Manual Clause [M3020T](#) (2016-01-28), Status of Availability of Resources – Offer

##### 5.2.3.2 Workers Compensation Certification- Letter of Good Standing

SACC Manual Clause [A0285T](#) (2012-07-16) Workers Compensation Certification- Letter of Good Standing

## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

### 6.1 Security Requirements

There is no security requirement

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## 6.2 Insurance Requirements

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

### A. STANDING OFFER

#### 7.1 Offer

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work 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 in annex entitled "D" Standing Offers Reporting. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

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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**

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

##### **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 period, from \_\_\_\_\_ to \_\_\_\_\_ 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.

##### **7.4.4 Delivery Points**

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

#### **7.5 Authorities**

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

The Standing Offer Authority is:

Name: Isabelle MacDonald  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Acquisitions  
Address: 1713 Bedford Row  
Halifax, NS  
B3J 3C9

Telephone: 902-403-9839  
Facsimile: 902-426-5016  
E-mail address: isabelle.macdonald@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.

##### **7.5.2 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.

### 7.5.3 Offeror's Representative

## 7.6 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

## 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of Fisheries and Oceans, Canadian Coast Guard.

## 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 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.

## 7.9 Limitation of Call-ups

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

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## 7.10 Financial Limitation (to be determined)

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 4 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 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the supplemental general conditions 2018-12-06 (2018-12-06) Ship Repairs
- e) the general conditions 2030 (2018-06-21), General Conditions - Higher Complexity – Goods;
- f) the general conditions 2035 (2018-06-21) General Conditions - Higher Complexity - Services, General Conditions - Higher Complexity – Services;
- g) Annex A, Statement of Work;
- h) Annex B, Basis of Payment;
- i) Annex C, Insurance Requirements;
- k) Annex D, Reporting Requirements
- l) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*)

## 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 Nova Scotia.

## 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.

## **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 Statement of Work**

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

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

2030 (2018-06-21) General Conditions - Higher Complexity - Goods, General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

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

#### **7.2.2 Supplemental General Conditions**

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

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

The Work must be completed in accordance with the Call-Up against the Standing Offer.

### **7.4 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: 2019-01 of the Treasury Board Secretariat of Canada.

### **7.5 Payment**



### 7.5.1 Basis of 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. 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 Procurement Authority before their incorporation into the Work.

### 7.5.2 Limitation of Expenditure

### 7.5.2 Limitation of Price

*SACC Manual* clause C6000C (2017-08-17) Limitation of Price

### 7.5.3 Single Payment (H1000C 2008-05-12)

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.

### 7.5.5 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);

## 7.6 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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
2. Invoices must be distributed as follows:
    - a. The original and one (1) copy must be forwarded to the following address for certification and payment.

Canadian Coast Guard - Marine Engineering

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50 Discovery Drive - Level 4  
Dartmouth, NS B2Y 3Z8

## 7.7 Insurance – Specific Requirements

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.

## 7.8 SACC Manual Clauses

B1501C (2018-06-21) Electrical Equipment  
A9041C (2008-05-12) Salvage  
A9068C (2010-01-11) Government Site Regulations  
B7500C (2006-06-16) Excess Goods  
D3015C (2014-09-25) Dangerous Goods/Hazardous Products – Labelling and Packaging Compliance  
A9065C (2006-06-16) Identification Badge  
A0285C (2007-05-25) Workers Compensation

## 7.9 Travel and Living Expenses - National Joint Council Travel Directive

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Technical Authority.

All payments are subject to government audit.

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## ANNEX "A"

### STATEMENT OF WORK

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#### PART 1: SCOPE:

The intent of this Statement of Work is for Contractor to provide OEM parts and service for John Hastie Steering System components and equipment for installation, upgrade, add-ons, troubleshooting and repairs onboard Department of Fisheries and Oceans (DFO)/Canadian Coast Guard (CCG) Vessels in the Atlantic Region.

The Standing Offer requirement is on an as is and when required basis for DFO/CCG Vessels in the Atlantic Region. This includes provision of labour, OEM parts, components, equipment and Service to install, maintain, troubleshoot, renew and repair John Hastie Steering Systems in the Atlantic Region North (Newfoundland) and Atlantic Region South (Nova Scotia, P.E.I and New Brunswick).

Individual call-ups in Atlantic region will be initiated from either the Coast Guard Marine Engineering Office in St. John's, Newfoundland or the office in Dartmouth, Nova Scotia.

Contractor must be capable of responding to a service requested within twenty four (24) hours for normal requirements, upon receipt of the call-up.

The Canadian Coast Guard operates within the International Safety Management Code (ISM). Contractor is responsible to ensure that all work is carried out in accordance with the DFO/CCG Fleet Safety Manual for those items that are pertinent to Contractor's operation.

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#### PART 2: TECHNICAL DESCRIPTION:

##### 2.1 GENERAL

Prior to commencing any work, Contractor must tag and lock out each system being worked on as a minimum, per the DFO/5737 Fleet Safety Manual, 7.B.5 - LOCKOUT AND TAGOUT. Contractor must install /remove locks and tags accordingly during the scope of work. Coast Guard Technical Authority (CGTA) will assist Contractor in identifying the locations to perform the lock outs, but will not perform the actual lock out. Contractor must supply and install their own locking devices and retain all keys during the scope of this work. Upon completion of all work CGTA must be in attendance when all locks/tags are removed.

Contractor to provide services of labour, parts, material, components, systems and equipment for the following, but not limited to;

##### 2.1.1 EQUIPMENT AND SYSTEMS

2.1.1.1 Contractor must supply, install, troubleshoot and make repairs to John Hastie Steering Systems equipment and components onboard DFO/CCG Vessels under the direction of the CGTA and seek their approval prior to start of any work.

2.1.1.2 All work must meet Transport Canada Marine Safety and Security (TCMSS) and applicable Classification Society (ABS) regulatory requirements.

- 2.1.1.3 The following is a short list of OEM equipment, components, parts and systems that DFO/Canadian Coast Guard have within their fleet. The list will be used as an option to repair if deemed necessary through initial troubleshooting, past history and as approved by the CGTA.

Steering gear	Pumps	Cylinders	Linkages
Bearings	Slippers	Guides	Shells
Seals	Rudder	Pintles	Bushings
Auto Pilot Alignment			

## 2.1.2 GENERAL TROUBLE SHOOTING

- 2.1.2.1 Contractor must provide services to trace operational or non-functioning issues related to their equipment, systems and components.
- 2.1.2.2 Contractor to provide CGTA with a description of each repair requirement(s) as a result of their findings and seek CGTA approval prior to ordering parts and making any repairs.

## 2.1.3 PARTS / EQUIPMENT / COMPONENTS

- 2.1.3.1 Contractor must have access to OEM manufacturer drawings, manuals and technical data.
- 2.1.3.2 Contractor must provide OEM parts, materials and service for Jon Hastie Steering System equipment and components.
- 2.1.3.3 Contractor must supply and install parts, materials, components and equipment related to repair services or corrective actions required due to issues identified during troubleshooting services, after approval has been provided by CGTA to proceed.
- 2.1.3.4 Contractor must provide CGTA with a detailed description with costing for all parts, materials, components, or equipment required to complete corrective actions as a result of their findings and seek CGTA approval prior to ordering / purchasing any item(s).

## 2.1.4 EQUIPMENT ELECTRICAL / HYDRAULIC DISCONNECTION, RECONNECTION OR NEW INSTALLATIONS

- 2.1.4.1 Contractor to provide services for disconnection of system(s) related to original equipment removal.
- 2.1.4.2 Contractor to provide services for reconnection of original equipment or in conjunction with new equipment installations.
- 2.1.4.3 Contractor to supply and install new connection(s) where required for existing equipment or new installations.
- 2.1.4.4 Supply and install marine approved penetrations, when required, to meet TCMSS regulatory requirements and applicable Classification Society (i.e. ABS) requirements for the area of installation and to the manufacturer's recommendation.

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## 2.1.5 CUSTOMIZATION

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- 2.1.5.1 Contractor must provide customization ability to increase functionality of existing equipment to meet specific customer needs.

## 2.2 LOCATION

### 2.2.1 Various Vessels within the DFO/Canadian Coast Guard Fleet

Atlantic Region North  
- Newfoundland

Atlantic Region South  
- Nova Scotia, Prince Edward Island and New Brunswick

## 2.3 INTERFERENCES

- 2.3.1 Contractor is responsible for the identification of any interference items, their temporary removal as approved by CGTA, storage and refitting to the vessel.
- 2.3.2 Contractor is responsible for protecting surrounding area and equipment while carrying out their work.
- 2.3.3 Any items that are not removed and subsequently damaged as well any damages incurred during the removal / installation process must be repaired at Contractor's expense.

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## PART 3: REFERENCES:

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### 3.1 GUIDANCE DRAWINGS/NAMEPLATE DATA

- 3.1.1 Original drawing will be made available to Contractor for copying, original to be returned to CGTA.
- 3.1.2 Canadian Coast Guard Fleet Safety Manual (DFO 5737) will be made available to Contractor.
- 3.1.3 Canadian Coast Guard ISM Lock Out/Tag Out Procedures will be made available to Contractor.

### 3.2 STANDARDS AND REGULATIONS

- 3.2.1 Contractor and their subcontractors must agree to conduct all work within the legislative requirements of the Canada Labour Code - Part 2, and its regulation, as well as any other relevant legislation and codes such as the Provincial Health & Safety Act, the Canadian Electrical Code and the National Building Code

### 3.3 OWNER FURNISHED EQUIPMENT

- 3.3.1 All CGTA supplied materials will be identified to Contractor prior to start of work, otherwise Contractor to inform CGTA for any material they will supply prior to purchasing and installing on the vessel.

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## PART 4: PROOF OF PERFORMANCE:

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### 4.1 INSPECTION

- 4.1.1 All work must be to the satisfaction of the CGTA, Contractor to provide CGTA an opportunity to inspect the installation and final completion of work prior to acceptance.

#### 4.2 TESTING

- 4.2.1 Upon completion of all work Contractor must functionally test equipment and/or systems installed or repaired in the presence of CGTA. Final acceptance will base on the equipment and/or system performing to the requirements outlined by the CGTA prior to start of work.

#### 4.3 CERTIFICATION

- 4.3.1 Contractor must provide pertinent certifications for installations as required for system registration or activation.

### PART 5: DELIVERABLES:

#### 5.1 REPORTS, DRAWINGS, AND MANUALS

- 5.1.1 Contractor must provide a detailed report on all work performed in electronic copy in PDF format. The report must also include a list of model, part numbers and serial number of equipment installed and any recommendation for the systems worked on.
- 5.1.2 Contractor to provide manuals and drawings, in electronic PDF format, for all new equipment installed.

#### 5.2 SPARES

- 5.2.1 At the request of the CGTA, Contractor must provide a list of critical spares for all new equipment and/or systems installed.

#### 5.3 TRAINING

- 5.3.1 Contractor must provide training on new installation or upgrades.

Solicitation No. - N° de l'invitation  
F5561-200305/A  
Client Ref. No. - N° de réf. du client  
F5561-200305

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

Buyer ID - Id de l'acheteur  
HAL203  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "B"**

### **BASIS OF PAYMENT**

Please email the Standing Offer Authority to obtain the Basis of Payment in Excel format.

# Evaluation Calculation for Atlantic Region Bidders

## JOHN HASTIE STEERING SYSTEMS

Note: For the purpose of this exercise					
Cell color = Contractor to Complete					
Cell color = represent estimates only					
Cell color = figure included in financial evaluation of bid					
Table 1 - Material & Equipment Markup (Estimated Material Spend)					
A	B	C	D	E	
% Markup on equipment invoice - 0% - 10% max	Year 1	Year 2	Optional Year 3	Evaluation Calculation S*(T+U+V)	
	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ -	1

Table 2 - Service Labor (regular & OT)						
During Regular Working Hours ( Monday through Friday)						
Trade	Hourly Rates			Evaluation Calculation		
	A	B	C	D	E	F
	Year 1	Year 2	Optional Year 3	subtotal (A+B+C)/3	Estimate d Hours	Subtotal (D*E)
Service Technician				0.00	1000	\$ -
Engineering				0.00	150	\$ -
Machinist				0.00	430	\$ -
Labourer				0.00	550	\$ -
					subtotal	\$ -
	2					
Outside Regular Working Hours (Monday through Friday, & Saturday)						
Trade	Hourly Rates			Evaluation Calculation		



	G	H	I	J	K	L
	Year 1	Year 2	Optional Year 3	subtotal (G+H+I)/3	Estimate d Hours	Subtotal (J*K)
Service Technician				0.00	200	\$ -
Engineering				0.00	25	\$ -
Machinist				0.00	50	\$ -
Labourer				0.00	80	\$ -
					subtotal	\$ -
						3

Table 3: Travel Distances & Times				
Calculation area for google maps travel distance in KM				
M	N	O	P	
Address of closest mobile repair unit (with postal code)	Worksite	One way KM from bidder nearest service center to worksite	One way hours from bidder nearest service center to worksite	
	<u>St. John's, NL</u> 280 Southside Road, St. John's, NL. A1C-5X1			
	<u>Halifax/Dartmouth, NS:</u> Bedford Institute of Oceanography, 1 Challenger, Dartmouth, NS, B2Y4A2			
	<u>Sydney, NS</u> 60 Esplanade, Sydney, NS B1P 1A1			
	<u>Saint John NB</u> 4 Navy Way, Saint John, NB E2K 0H8			
	<u>Charlottetown PEI</u> 1 Weymouth Street, Charlottetown, PEI C1A 7M8			

Table 4: Mobile Repair Unit - Travel Time Costs								
Q	R	S	Hourly Rates			Evaluation Calculation		
			T	U	V	W	X	Y
Travel Hours from Bidders nearest service site to worksite	Return hours (do not complete-autofill)	Trade	Regular Hourly rates Year 1	Regular Hourly Rates Year 2	Regular Hourly rates	Average hourly rate	# trips estimate	Subtotal (R*W*X)
St. John's, NL	0	Service Technician				0	4	\$ -
		Engineering				0	1	\$ -
		Machinist				0	1	\$ -
		Labourer				0	4	\$ -
Halifax/Dartmouth NS	0	Service Technician				0	4	\$ -
		Engineering				0	1	\$ -
		Machinist				0	1	\$ -
		Labourer				0	4	\$ -
Sydney, NS	0	Service Technician				0	4	\$ -
		Engineering				0	1	\$ -
		Machinist				0	1	\$ -
		Labourer				0	4	\$ -
Saint John, NB	0	Service Technician				0	4	\$ -
		Engineering				0	1	\$ -
		Machinist				0	1	\$ -
		Labourer				0	4	\$ -
Charlottetown, PEI	0	Service Technician				0	4	\$ -
		Engineering				0	1	\$ -
		Machinist				0	1	\$ -
		Labourer				0	4	\$ -
note: 3 h 30 min = 3.5 hrs, 3h 18 min = 3.3 hrs, 3 hrs 14 min = 3.23 hrs, 3H 02 min = 3.03 ( hrs + Xmin / 60)							subtotal	\$ -

Table 5: Mobile Repair Unit - Mileage Charges	
	Evaluation Calculation
	Kilometric Rate

Worksite	O	Z	AA	AB	AC	AD	AE	AF
	Bidders nearest service site to worksite - populated from Fig. 3 above)	Round Trip KM's (O*2)	KM rate Year 1 (2019)	KM rate Year 2 (2020)	KM rate Optional Year 3 (2021)	Average KM rate (AA+AB+ AC)/3	# of Trips	Subtotal Z*AD*AE
St. John's, NL	0	0				0	4	0
Halifax/Dartmouth NS	0	0				0	2	0
Sydney, NS	0	0				0	2	0
Saint John, NB	0	0				0	2	0
Charlottetown, PEI	0	0				0	2	0
							subtotal	\$ -
								5

Financial Evaluation Results: Total Evaluated Price =	
Material & Equipment Markup	\$ -
Estimated Service labor costs (Regular)	\$ -
Estimated Service labor costs (OT)	\$ -
Estimated Travel Time Costs	\$ -
Estimated Kilometric Rate costs	\$ -
Evaluated price	\$ -

## ANNEX "C"

### INSURANCE REQUIREMENTS

#### C1 Ship Repairers' Liability Insurance

1. The Contractor must obtain Ship Repairers' 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 Repairers' 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 the Department of Fisheries and Oceans 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.
  - f. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

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

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

G5001C (2018-06-21)

## **C2 Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

- 
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The 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. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
  - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

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

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

Solicitation No. - N° de l'invitation  
F5561-200305/A  
Client Ref. No. - N° de réf. du client  
F5561-200305

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

Buyer ID - Id de l'acheteur  
HAL203  
CCC No./N° CCC - FMS No./N° VME

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amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

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G2001C (2018-06-21)

## ANNEX "D"

### REPORTING REQUIREMENTS

Instructions for submitting Standing Offer usage data:

Please email the information to the Standing Offer Authority- [Isabelle.macdonald@tpsgc-pwgsc.gc.ca](mailto:Isabelle.macdonald@tpsgc-pwgsc.gc.ca)

The Standing Offer number must be stated in the subject line of the email and clearly indicate:

- The Standing Offer number for which the data is submitted
- The period for which the data has been accumulated
- The start date & end date for the standing offer;
- A list, in Microsoft excel format, of all of the call ups initiated against the Standing offer during the reporting period in the format below:

Standing Offer #:			Start Date of SO			End Date of SO		
Total Value to Date Including HST (\$)		Total Value for Reporting Period Including HST (\$)		Start Reporting Period		End Reporting Period		
Dept	Purchase Order #	Description (including vessel)	Requesting Vessel Maintenance Manager	Date of Order	Date of Delivery	Value of Services	Value of Parts	Value of Order (no HST)