

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

Cabot Place, Phase II, 2nd Floor

Box 4600

St. John's, NF

A1C 5T2

Bid Fax: (709) 772-4603

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

PWGSC / TPSGC - Nfld. Region
Cabot Place, Phase II, 2nd Floor
Box 4600
St. John's, NF
A1C 5T2

Title - Sujet SO-- Hydraulic Parts & Service	
Solicitation No. - N° de l'invitation F5561-191742/A	Date 2020-06-22
Client Reference No. - N° de référence du client F5561-191742	GETS Ref. No. - N° de réf. de SEAG PW-\$OLZ-002-7438
File No. - N° de dossier OLZ-0-43010 (002)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-07-08	Time Zone Fuseau horaire Newfoundland Daylight Saving Time NDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Dalton, Colleen	Buyer Id - Id de l'acheteur olz002
Telephone No. - N° de téléphone (709)730-5114 ()	FAX No. - N° de FAX (709)772-4603
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS MARITIMES REGIONAL HQ BLDG 50 DISCOVERY DR - LEVEL 4 DARTMOUTH Nova Scotia B2Y4A2 Canada	
Security - Sécurité 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

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	4
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	4
PART 2 - OFFEROR INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF OFFERS	4
2.3 FORMER PUBLIC SERVANT	5
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	6
2.5 APPLICABLE LAWS	6
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	7
3.1 OFFER PREPARATION INSTRUCTIONS.....	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1 EVALUATION PROCEDURES	8
4.2 BASIS OF SELECTION.....	9
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	9
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	9
5.1.2.1 WORKERS COMPENSATION CERTIFICATION- LETTER OF GOOD STANDING	10
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	9
PART 6 - INSURANCE REQUIREMENTS	10
6.1 INSURANCE REQUIREMENTS.....	10
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	11
A. STANDING OFFER	11
7.1 OFFER	11
7.2 SECURITY REQUIREMENTS	11
7.3 STANDARD CLAUSES AND CONDITIONS.....	11
7.4 TERM OF STANDING OFFER.....	12
7.5 AUTHORITIES	12
7.6 INSPECTION AND ACCEPTANCE.....	13
7.7 IDENTIFIED USERS	13
7.8 CALL-UP INSTRUMENT	13
7.9 LIMITATION OF CALL-UPS.....	14
7.10 FINANCIAL LIMITATION	14
7.11 PRIORITY OF DOCUMENTS.....	14
7.12 CERTIFICATIONS AND ADDITIONAL INFORMATION	15
7.13 APPLICABLE LAWS	15
7.14 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	15
7.15 ESTIMATES FOR WORK SCOPE OF CALL UPS	15
7.16 PERIODIC USAGE REPORTS	16
7.17 CONDITION OF MATERIAL	16
7.18 STATUS OF AVAILABILITY OF RESOURCES - OFFER.....	16
B. RESULTING CONTRACT CLAUSES	16
7.1 STATEMENT OF WORK.....	17
7.2 STANDARD CLAUSES AND CONDITIONS.....	17

Solicitation No. - N° de l'invitation
F5561-191742
Client Ref. No. - N° de réf. du client
F5561-191742

Amd. No. - N° de la modif.
-
File No. - N° du dossier
OLZ-0-43010

Buyer ID - Id de l'acheteur
OLZ002
CCC No./N° CCC - FMS No./N° VME

7.3	TERM OF CONTRACT	17
7.3.2	EXTENSION OF STANDING OFFER.....	17
7.4	PAYMENT	17
7.4.2	SINGLE PAYMENT	18
7.4.3	ELECTRONIC PAYMENT OF INVOICES – CALL-UP	18
7.5	INVOICING INSTRUCTIONS.....	18
ANNEX "A"	19
	STATEMENT OF WORK	19
ANNEX "B"	23
	BASIS OF PAYMENT	23
ANNEX "C"	26
	INSURANCE REQUIREMENTS.....	26
ANNEX "D" TO PART 3 OF THE REQUEST FOR STANDING OFFERS	30
	ELECTRONIC PAYMENT INSTRUMENTS	30
ANNEX "E"	31
	REPORTING REQUIREMENTS	31
ANNEX "F"	32
FINANCIAL BID EVALUATION.....		32
ANNEX "G"	33
TECHNICAL EVALUATION – MANDATORY CRITERIA.....		33

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. |

1.2 Summary

1.2.1 Description

This Request for Standing Offer is undertaken to establish a Regional Standing Offer (RSO) to provide services of supplying labour, parts, material and equipment necessary to install, maintain, troubleshoot, renew and repair Hydraulic services, as they relate to troubleshooting and repair services, on DFO/Canadian Coast Guard Vessels, operating in the Atlantic Region, on an urgent and "as and when required" basis.

This RISO will result in up to (4) separate and resulting Standing Offer Agreements which will be awarded to the lowest priced compliant bidder for the following geographical areas:

- A. Atlantic Canada North (Zone 1) – Newfoundland East
- B. Atlantic Canada North (Zone 2) – Newfoundland West
- C. Atlantic Canada South (Zone 3) – Nova Scotia
- D. Atlantic Canada South (Zone 4) – New Brunswick & PEI

The Regional Standing Offer will be in effect for a period of two years from date of issue and will include an optional 1 year extension period to be exercised, if requested.

1.2.2 Trade Agreements

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

1.2.3 epost Connect

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>) issued by Public Works and Government Services Canada.

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

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

2.1.1 SACC Manual Clauses

[M0019T](#) (2007-05-25) – Firm Price and/or Rates

[M1004T](#) (2016-01-28) – Condition of Material

[M3021T](#) (2012-07-16) – Education and Experience

2.2 Submission of Offers

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

2.3 Former Public Servant

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

Definitions

For the purposes of this clause,

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

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

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority 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 [Newfoundland](#).

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or

territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

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

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

Section I: Technical Offer (1 hard copy)
Section II: Financial Offer (1 hard copy)
Section III: Certifications (1 hard copy)
Section IV: Additional Information (1 hard copy)

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.

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

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

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

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

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex F, Financial Evaluation.

3.1.1 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.

3.1.2 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

Please refer to Annex G

4.1.2 Financial Evaluation

4.1.2.1 Price

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

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

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 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](#) 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 Status and Availability of Resources

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

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

5.2.4 Workers Compensation Certification- Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within two (2) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

PART 6 - INSURANCE REQUIREMENTS

6.1 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 E entitled "Reporting Requirements". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a *quarterly basis* to the Standing Offer Authority. The quarterly reporting periods are defined as follows:

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

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

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 two years from the date of the Standing Offer award date.

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 1 year period 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 5 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 Points

Delivery of the requirement will be made to delivery point(s) specified in the Call Up Against the Standing Offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Colleen Dalton
Title: Supply Specialist
Public Service and Procurement Canada
Acquisitions Branch, Marine Procurement
Address: 10 Barter's Hill, St, John's, NL A1C 5T2

Telephone: 709-730-5114
E-mail address: colleen.dalton@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 Technical Authority

The Technical Authority for the Standing Offer is identified in the individual Call Ups against the Standing Offer.

The Technical 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. Although technical matters may be discussed with the Technical

Authority, they have no authority to authorize changes to the scope of work. Changes to the scope of work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Procurement Authority

The Procurement Authority is identified in the individual Call Up against the Standing Offer.

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the call-up against the Standing Offer. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the call-up against the Standing Offer. The Contractor may discuss administrative matters identified in the call-up against the Standing Offer with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a standing offer amendment issued by the Standing Offer Authority.

7.5.4 Offeror's Representative

TO BE COMPLETED BY BIDDER

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

7.6 Inspection and Acceptance

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

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is The Department of Fisheries and Oceans Canada, as represented by:

Canadian Coast Guard, Integrated Technical Services &
Marine Engineering

DFO users may, at the discretion of the Standing Offer Authority, use this this Standing Offer but they must contact the SO Authority prior to issuing a Call-Up.

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

Or

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) for parts and \$100,000.00 (Applicable Taxes included) for services.

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 1 month 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 1029 (2010-08-16) *Ship Repairs*;
- e) the supplemental general conditions 4007 (2010-08-16) *Canada to Own Intellectual Property Rights in Foreground Information*;
- f) the general conditions 2030 (2016-04-04) General Conditions - Higher Complexity - Goods;
- g) the general conditions 2010C (2018-06-21) General conditions: Services (medium complexity)
- h) Annex A, Statement of Work
- i) Annex B, Basis of Payment;

- j) Annex C, Insurance Requirements;
k) the Offeror's offer dated _____.

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.

7.12.2 SACC Manual Clauses

[A0290C](#) (2008-05-12) Hazardous Waste – Vessels
[A9041C](#) (2008-05-12) Salvage
[A9068C](#) (2010-01-11) Government Site Regulations
[B1501C](#) (2006-06-16) Electrical Equipment
[B7500C](#) (2006-06-16) Excess Goods
[D3015C](#) (2014-09-25) Dangerous Goods/Hazardous Products – Labelling and Packaging Compliance

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 **Canada**.

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 Estimates for Work Scope of Call ups

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

7.16 Periodic Usage Reports

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 "E"** entitled "Reporting requirements". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

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

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

7.17 Condition of Material

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the call up date.

7.18 Status of Availability of Resources - Offer

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

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

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, apply to and form part of the Contract.](#)

Section 19 Interest on Overdue Accounts, of 2030 (2018-06-21), General Conditions - Higher Complexity - Goods will not apply to payments made by credit cards.

2010C (2018-06-21) General conditions: Services (medium complexity)

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 period for making call-ups against the Standing Offer is from the date of issue for a period of two years.

7.3.2 Extension of Standing Offer

If the Standing Offer(s) is authorized for use beyond the initial period, the Offerors offers to extend its offer for one additional year period 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(s) will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.3.3 Delivery Date

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

7.4 Payment

7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid 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.

7.4.2 Single Payment

H1000C (2008-05-12) Single Payment

7.4.3 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);

7.5 Invoicing Instructions

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, signed by the relevant client representative, to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;

Invoices must be distributed in accordance with the call up against the Standing Offer.

7.6 Insurance 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.

ANNEX "A"

STATEMENT OF WORK

PART 1: SCOPE:

The intent of this Statement of Work is for Contractor to supply qualified labour, parts, materials and equipment to carry out troubleshooting, testing, repairs, calibrations, inspections and other related services to hydraulic systems, equipment and components onboard various 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, but not limited to, the provision of certified technicians, qualified labours, parts, components, equipment and Services to install, maintain, troubleshoot, renew and repair systems, equipment and components 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 their office in Dartmouth, Nova Scotia.

Contractor must be capable of providing the service requested within twenty four (24) hours for urgent requirements and within seventy two (72) hours for normal requirements, upon receipt of the call-up. Urgent can be described as protecting the vessel from danger, where services are required to keep and/or get systems up and running to prevent the vessel and/or crew from possible danger.

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.

PART 2: TECHNICAL DESCRIPTION:

2.1 GENERAL

2.1.1 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. 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.

2.1.2 Contractor must provide the services of a certified hydraulic technician and qualified labourer to perform work on systems, equipment and related hydraulic components, including but not limited to the following;

- Doors - Pumps - Cylinders - Tubing/piping - hoses/fittings
- Winches - Motors - Cranes - Valves/Blocks - Accumulators
- Solenoids - Meters - Controls - Power packs - HPU

- 2.1.3 Contractor must provide labour, parts, materials and equipment to perform the required services as requested by the Coast Guard Technical Authority (CGTA) and/or the Chief Engineer of the vessel, or their designated representative.
- 2.1.4 Contractor is responsible for inspecting, troubleshooting and resolving issues related to hydraulic equipment, components and systems.
- 2.1.5 Under the direction of the CGTA, Contractor is responsible for overhauls, removals and installations of new parts, supply of materials and peripheral assemblies on hydraulic equipment and systems in an effort to address issues with the final result being a functional system operating as per manufacturers specifications.
- 2.1.6 Contractor must provide CGTA with a description / cost for all parts and equipment required to complete corrective actions as a result of their findings and seek CGTA approval prior to ordering / purchasing the part(s).
- 2.1.7 Contractor must provide their own tools and equipment required to perform the services related to hydraulic equipment, components and systems.
- 2.1.8 **SERVICES**
- 2.1.8.1 Contractor must provide, but not limited to, the following services,
- Flushing
 - Cleaning (filter cart)
 - Fabrication
 - Machining
 - Inspections
 - Testing
 - Calibration
 - Troubleshooting
 - Repair
 - Engineering
- 2.1.9 **GENERAL TROUBLE SHOOTING**
- 2.1.9.1 Contractor must provide qualified services to trace and solve issues related to hydraulic equipment, components and systems to ensure corrective action is initiated to restore their functionality to original operational parameters as approved by the CGTA.
- 2.1.9.2 Contractor must 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.
- 2.1.10 **PARTS / EQUIPMENT / COMPONENTS**
- 2.1.10.1 Contractor must provide quality parts, equipment and related components for hydraulic systems where deemed necessary and approved by the CGTA.
- 2.1.10.2 Contractor must supply and install parts equipment and components related to repair services or corrective actions required due to issues identified during troubleshooting services and after approval has been given by CGTA to proceed.

2.1.10.3 Contractor must provide CGTA with a detailed description and quantities for all parts required to complete corrective actions as a result of their findings and seek CGTA approval prior to starting any work.

2.1.11 **EQUIPMENT ELECTRICAL DISCONNECTION, RECONNECTION OR NEW INSTALLATIONS**

2.1.11.1 Contractor must supply services for disconnection of system(s) related to original equipment removal.

2.1.11.2 Contractor must supply services for reconnection of original equipment or in conjunction with new equipment installations.

2.1.11.3 Contractor must supply and install new connection(s) where required for existing equipment or new installations.

2.1.12 **CUSTOMIZATION**

2.1.12.1 Contractor must provide customization ability to increase functionality of existing equipment to meet specific customer needs as required.

2.2 LOCATION

2.2.1 Various Vessels within the DFO/Canadian Coast Guard Fleet

Atlantic Region North

- Newfoundland and Labrador

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 upon completion of work.

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.

PART 3: REFERENCES:

3.1 GUIDANCE DRAWINGS/NAMEPLATE DATA

3.1.1 Original drawing will be made available to Contractor for copying, original must 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.

PART 4: PROOF OF PERFORMANCE:

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 systems installed or repaired in the presence of Coast Guard Technical Authority (CGTA). Final acceptance is based on the system performing to the requirements outlined by the CGTA prior to start of work.

4.3 CERTIFICATION

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

PART 5: DELIVERABLES:

5.1 REPORTS, DRAWINGS, AND MANUALS

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

5.2 SPARES

- 5.2.1 At the request of the CGTA, Contractor to provide a list of critical spares for all new systems installed.

5.3 TRAINING Contractor to provide training on new installation or upgrades.

ANNEX "B"

BASIS OF PAYMENT

Note: this section is not to be completed at the time of the bid. The Standing Offer Authority will complete this pricing schedule and include in the resulting Standing offer.

During the period of Contract, for Work performed in accordance with the contract, the Contractor will be paid as specified below:

1.0 Working Hours

The normal working hours per day for the Contractors employees shall be deemed to be eight (8) hours of any day during which they are actually engaged in the performance of the Services between 07:00 hrs and 17:00 hrs.

2.0 Professional fees

The Contractor will be paid firm hourly rates and fixed rates as follows:

Service Labor Rates (Regular & OT)			
During Regular Working Hours (Monday through Friday)			
Trade	Hourly Rates		
	Initial year	Year 2	Optional Year 3
Hydraulic Technical			
Labourer			
Outside Regular Working Hours (Monday through Friday, & Saturday)			
Trade	Hourly Rates		
	Initial year	Year 2	Optional Year 3
Hydraulic Technical			
Labourer			

2.1 Travel & Living Expenses

There will be no travel time or travel and living expenses for services rendered within a radius of 20 kilometers from the Contractors closest worksite. For services rendered outside a 20 kilometer radius from Contractors closest place of work, the contractor will be paid for travel time in accordance with the distances and travel timelines as specified in Annex" F" of the bid solicitation document and reproduced in section 2.2 below

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, private vehicle and incidental expenses provided 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".

<https://www.njc-cnm.gc.ca/directive/d10/v238/s658/en>

All travel must have the prior authorization of the Project Authority for the Call up Against Standing Offer.

2.2 Travel Time & Mileage Charges

Travel Time & Mileage charges applicable outside a radius of 20 KM from the service center of the Contractor:

Note: Travel Times & Distances populated here are the same as those reported/quoted within Appendix F of the bid solicitation. At time of Standing Offer award, KM distances and travel times will be inserted into this Annex and therein used to determine travel & distance compensation for call-outs against the standing offer. The format shall be as per below:

Travel Distances & Times			
Calculation area for google maps travel distance in KM			
Address of closest mobile repair unit	Worksite	<u>One way</u> KM from bidder nearest service center to worksite	<u>One way</u> hours from bidder nearest service center to worksite

Kilometric Rate - Mobile Repair Unit
<p>Mileage will be reimbursed based on current Mileage rates from the National Joint Council Travel Directive (Appendix B) applicable to the relevant province. Rates will be the rates applicable at time of call-up against the standing offer</p> <p>https://www.njc-cnm.gc.ca/directive/d10/v238/s658/en</p>

KILOMETRIC RATES

Effective 01 January 2020

The rates payable in cents per kilometre for the use of privately owned vehicles driven on authorized government business travel are shown below:

Province/Territory	Cents/km (taxes included)
Alberta	47.5
British Columbia	54.0
Manitoba	50.5
New Brunswick	52.5
Newfoundland and Labrador	56.0
Northwest Territories	62.0
Nova Scotia	52.5
Nunavut	59.5
Ontario	56.5
Prince Edward Island	51.0
Quebec	53.5
Saskatchewan	50.0
Yukon	61.0

NOTE: The kilometric rate outlined in the directive is the maximum rate that will be paid for this service. The bidder may lower the km rate to be charged when submitting their bid and this rate will be used for any required travel for the duration of the standing offer.

4. Materials & Replacement Parts

The Contractor will be paid the net laid-down cost of materials and replacement parts to which will be added a mark-up from the applicable rate table below, plus applicable taxes. Invoice support will be provided for verification.

Material & Equipment Mark-up Rate			
	Initial year	Year 2	Optional Year 3
Mark up % to invoice			

4. Ferry, Bridge or Alternate Mode of Transportation

The Contractor will be reimbursed for the authorized charges reasonably and properly incurred in the performance of the work, at cost, without provisions for administrative overhead or profit.

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:

*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

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

G2001C (2018-06-21)

C3 Limitation of Contractor's Liability for Damages to Canada

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$10,000,000. This limitation of the Contractor's liability does not apply to:
 - a. any infringement of intellectual property rights; or
 - b. any breach of warranty obligations.
3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

N0001C (2008-05-12)

Solicitation No. - N° de l'invitation
F5561-191742
Client Ref. No. - N° de réf. du client
F5561-191742

Amd. No. - N° de la modif.
-
File No. - N° du dossier
OLZ-0-43010

Buyer ID - Id de l'acheteur
OLZ002
CCC No./N° CCC - FMS No./N° VME

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);

Solicitation No. - N° de l'invitation
F5561-191742
Client Ref. No. - N° de réf. du client
F5561-191742

Amd. No. - N° de la modif.
-
File No. - N° du dossier
OLZ-0-43010

Buyer ID - Id de l'acheteur
OLZ002
CCC No./N° CCC - FMS No./N° VME

ANNEX "E"

REPORTING REQUIREMENTS

Instructions for submitting Standing Offer usage data:

Please email the information to the Standing Offer Authority- Quentin.Crocker@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)

ANNEX "F"

Financial Bid Evaluation

Part A. Atlantic North Region (Zone 1)

Note: This section is to be completed by bidders wishing to perform work within the Territory indicated as Atlantic North (Zone 1) which is inclusive of the following Canadian Coast Guard/DFO sites in Newfoundland:

Burin, Argentia, St. John's, Old Perican, Bonavista, Carmanville, Botwood, Lewisporte, & Twillingate.

A Microsoft Excel version is available in a fillable format for suppliers wishing to submit their bid in that format.

Part B. Atlantic North Region (Zone 2)

Note: This section is to be completed by bidders wishing to perform work within the Territory indicated as Atlantic North (Zone 2) which is inclusive of the following Canadian Coast Guard/DFO sites in Newfoundland:

Burgeo, Port aux Basques, Stephenville, Corner Brook, Springdale & St. Anthony

A Microsoft Excel version is available in a fillable format for suppliers wishing to submit their bid in that format.

Part C. Atlantic South Region (Zone 3)

Note: This section is to be completed by bidders wishing to perform work within the Territory indicated as Atlantic South (Zone 3) which is inclusive of the following Canadian Coast Guard/DFO sites in Nova Scotia:

Westport, Digby, Yarmouth, Clarks Harbour, Halifax/Dartmouth, Sambro, Bickerton, Sheet Harbour, Pictou, Port Hawkesbury, Port Hood, Louisburg, Sydney, & Cheticamp.

A Microsoft Excel version is available in a fillable format for suppliers wishing to submit their bid in that format.

Part D. Atlantic South Region (Zone 4)

Note: This section is to be completed by bidders wishing to perform work within the Territory indicated as Atlantic South (Zone 4) which is inclusive of the following Canadian Coast Guard/DFO sites in New Brunswick & Prince Edward Island:

NB: Saint John, St. Andrews, Grand Manan, & Shippagan

PEI: Summerside, Alberton, Charlottetown, & Souris

****Please email Colleen Dalton at colleen.dalton@pwgsc.gc.ca to receive a copy of the Financial Bid Evaluation Sheets in Excel format.****

ANNEX "G"

TECHNICAL EVALUATION – MANDATORY CRITERIA

To be considered responsive, proposals must meet all of the mandatory criteria specified in the solicitation document.

Proposals which do not meet all of the Mandatory Technical Requirements at bid closing will be considered to be non-compliant and will be given no further consideration. The evaluation will only be based on the information provided with the bid. References to internet sites or information that is not included will not be evaluated.

The bidder must provide documentation as evidence that the proposed resources comply with each and every one of the Mandatory Technical Criteria specified in **Annex "A"**, Statement of Work. Simply stating "yes" or "compliant" will not be sufficient for the purpose of this evaluation. Failure to meet the requirements of all of the Mandatory Technical Requirements will result in the bid being declared as non-compliant.

Proof can be provided in the form of literature, certificates, or a written narrative which clearly demonstrates how the firm meets each and every one of the Mandatory Technical Criteria.

- 1) Must have performed overhauls and troubleshooting for 5 years on Marine Grade Hydraulic Systems on various vessels in the past 10 years.

Met ☐ Yes ☐ No

Page number within proposal which demonstrates the mandatory has been met

- 2) Must have a minimum of 3 qualified hydraulic technicians / fluid mechanics with a minimum of 5 years Marine related experience.

Met ☐ Yes ☐ No

Page number within proposal which demonstrates the mandatory has been met

- 3) Must have facilities capable of handling major system overhauls and services to cranes, davits, winches, deck equipment and Hydraulic power units with the capability of performing in-house function testing on all systems being repaired.

Met ☐ Yes ☐ No

Page number within proposal which demonstrates the mandatory has been met

- 4) Must have flushing and filtering services, in-house and mobile service - capability of providing cleanliness levels to industry standards.

Met ☐ Yes ☐ No

Page number within proposal which demonstrates the mandatory has been met

Solicitation No. - N° de l'invitation
F5561-191742
Client Ref. No. - N° de réf. du client
F5561-191742

Amd. No. - N° de la modif.
-
File No. - N° du dossier
OLZ-0-43010

Buyer ID - Id de l'acheteur
OLZ002
CCC No./N° CCC - FMS No./N° VME

5) Must have a Quality Management System similar to ISO 9001 or equivalent.

Met ☐ Yes ☐ No

Page number within proposal which demonstrates the mandatory has been met

6) Must have mobile repair service capability.

Met ☐ Yes ☐ No

Page number within proposal which demonstrates the mandatory has been met