



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Réception des soumissions - TPSGC / Bid Receiving  
- PWGSC

Voir dans le document/  
See herein

NA

Quebec

NA

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

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

TPSGC/PWGSC  
1550 Avenue d'Estimauville  
Québec  
Québec  
G1J 0C7

<b>Title - Sujet</b> Small Boat Repair Services	
<b>Solicitation No. - N° de l'invitation</b> W3934-21MA02/A	<b>Date</b> 2020-11-10
<b>Client Reference No. - N° de référence du client</b> W3934-21MA02	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$QCV-022-18028
<b>File No. - N° de dossier</b> QCV-0-43118 (022)	<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> Eastern Standard Time EST <b>on - le 2020-12-11</b> Heure Normale du l'Est HNE	
<b>Delivery Required - Livraison exigée</b> Voir doc.	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Brunet, Luc	<b>Buyer Id - Id de l'acheteur</b> qcv022
<b>Telephone No. - N° de téléphone</b> (514)602-2408 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Q.M Maurice 695 Marie-Victorin Nicolet Quebec J3T 1T5 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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W3934-21MA02/A  
Client Ref. No. - N° de réf. du client  
W3934-21-MA02/A

Amd. No. - N° de la modif.  
File No. - N° du dossier  
QCV.0-43118

Buyer ID - Id de l'acheteur  
qcv022  
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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

The Annexes include the Statement of Work, the Basis of Payment, The Mandatory Technical Evaluation Criteria, the Electronic Payment Instruments and any other annexes such as a request for the Offeror's list of Directors and an example of quarterly reports

### **1.2 Summary**

Request for a Regional Individual Standing Offer (RISO) for the reconditioning, sanding and painting of Club 420 sailboats and of whalers types of watercrafts for the Department of National Defence (DND) in Nicolet, Quebec

This service includes boat transportation services to and from Nicolet Quebec as well as the supply of paint and parts, according to call-ups against the Standing Offer

The resulting Standing Offer will be valid for a period of two (2) years from the date of issue and will include a right for Canada to authorize an additional period of one year.

The supplier will be selected following an evaluation based on mandatory technical criteria and financial evaluation criteria.

- 1.2.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA) as well as the Canada - Chile Free Trade Agreement (CCFTA), the Canada - Colombia Free Trade

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Agreement, Canada - Honduras Free Trade Agreement, Canada - Korea Free Trade Agreement and Canada - Panama Free Trade Agreement;

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

### **1.3 Debriefings**

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

### **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](#) (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.

#### **2.1.1 SACC Manual Clauses**

SACC Manual Clause [M0019T](#) (2007-05-25), Firm Price and/or Rates

### **2.2 Submission of Offers**

Offers must be submitted only to the Public Service and Procurement Canada Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Note that the email address indicated cannot be used to submit electronic bids. An email message must be sent to this address in order to initiate the process for submitting an electronic Offer, that is, to obtain the link to the document transmission portal called Epost by Canada Post.

The contact information is as follows:

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[TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca)

Note: Offers will not be accepted if sent directly to this email address or through an old epost conversation. This email address must be used to initiate a free epost connection conversation, as specified in the 2006 standard instructions, or to send offers using an epost connection message if the Offeror uses his own service user license. Epost connection.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

### 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 ( )**

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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 Quebec.

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

## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

## 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

Due to the nature of the RFSO, offers transmitted by facsimile will not be accepted.

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>). 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 (refer to Annex "A" and Annex "C" attached)**

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 (refer to Annex "B" attached)**

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

**3.1.1 Electronic Payment of Invoices – Offer (Refer to Annex "D" attached)**

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**

- a) Acceptance of the conditions established in the Request for Standing Offer;
- b) Compliance with the work description as per Annex "A" and Annex "C" attached

**4.1.1.1 Mandatory Technical Criteria**

It is mandatory to provide technical/descriptive documentation for your offered services in order to permit their evaluation. Failure to provide the information demonstrating that your offer meets all criteria listed at Annex "C", will render the offer non-responsive. (Refer to Annex "C" attached)

#### 4.1.2 Financial Evaluation

- a) Offerors must provide a financial offer in compliance with «Annex B: Basis of Payment. The total amount of Applicable Taxes must be shown separately. Spaces left blank will be evaluated as services or work categories rendered for 0\$

##### 4.1.2.1 SACC Manual Clause [M0222T](#) (2016-01-28), Evaluation of Price-Canadian/Foreign Bidders

**Note: For Offerors established in Canada, the Standing Offer will be adjudicated in Canadian dollars**

##### 4.1.2.2 SACC Manual Clause [M0019T](#) (2007-05-25), Firm Price and/or Rates

#### 4.2 Basis of Selection

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

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

### PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

#### 5.1 Certifications Required with the Offer

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

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

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

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

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

provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

### **5.2.1 Integrity Provisions – Required Documentation – List of Names (refer to Annex “F” attached)**

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.

## **PART 6 - SECURITY, FINANCIAL AND 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 E.

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** (*Refer to Annex "G" attached*)

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

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

The data must be submitted on an annual basis to the Standing Offer Authority.

The annual reporting periods are defined as follows:

- December 1<sup>st</sup> 2020 to March 31<sup>st</sup> 2021
- April 1<sup>st</sup> 2021 to March 31<sup>st</sup> 2022
- April 1<sup>st</sup> 2022 to March 31<sup>st</sup> 2023
- April 1<sup>st</sup> 2023 to March 31<sup>st</sup> 2024 or end of agreement.

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**

(Will be completed in the Standing Offer)

#### **7.4.1 Period of the Standing Offer**

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

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

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 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 90 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### **7.5 Authorities**

(Will be completed in the Standing Offer)

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

The Standing Offer Authority is:

Luc Brunet  
Supply Specialist

Solicitation No. - N° de l'invitation  
W3934-21MA02/A  
Client Ref. No. - N° de réf. du client  
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File No. - N° du dossier  
QCV.0-43118

Buyer ID - Id de l'acheteur  
qcv022  
CCC No./N° CCC - FMS No./N° VME

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Public Works and Government Services Canada (PWGSC)  
Place Bonaventure,  
800 de la Gauchetière Street West,  
Suite 7300, South-West Portal  
Montréal, Quebec H5A 1L6  
Telephone: 514-602-2408  
Email : [luc.brunet@tpsgc-pwgsc.gc.ca](mailto:luc.brunet@tpsgc-pwgsc.gc.ca)

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

### 7.5.2 Project Authority

The Project Authority for the Standing Offer is:

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

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

### 7.5.3 Offeror's Representative

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

### 7.6 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

(Will be completed in the Standing Offer)

The Identified User authorized to make call-ups against the Standing Offer is: \_\_\_\_\_.

## 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

(Will be completed in the Standing Offer)

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

## 7.10 Financial Limitation

(Will be completed in the Standing Offer)

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 \_\_\_\_\_ 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 general conditions 2029; General Conditions - Goods or Services (Low Dollar Value)
  - f) Annex A, Statement of Work OR Requirement (choose as applicable);
  - g) Annex B, Basis of Payment;
  - h) Annex E, Insurance Requirements;
  - j) Annex G, Quarterly Call-up Report
  - 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.

### 7.13 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 Quebec

### 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

[2029](#) (2020-05-28), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Section 12, Interest on Overdue Accounts, of [2029](#) (2020-05-28), General Conditions - Goods or Services (Low Dollar Value) will not apply to payments made by credit cards.

### 7.3 Term of Contract

#### 7.3.1 Period of the Contract

#### 7.3.2 Delivery Date

Delivery 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

The Contractor will be paid in accordance with the Basis of Payment at Annex "B".

**7.5.2 SACC Manual Clauses [H1000C](#)** (2008-05-12), Single Payment

**7.5.3 SACC Manual Clauses [A9117C](#)** (2007-11-30), T1204 - Direct Request by Customer Department

**7.5.4 SACC Manual Clauses [C2000C](#)** (2007-11-30), Taxes - Foreign-based Contractor

#### 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);
- d. Electronic Data Interchange (EDI).

### 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 invoices for purchased material and replacement parts;
- c. a copy listing amount of transportation claimed (collect and delivery);
- d. serial number of the sailboats and of whaler crafts;
- e. the request number in the call-up.

2. Invoices must be distributed as follows:
- a. The original and one (1) copy must be forwarded to the following address:

Ministère de la Défense Nationale  
Unité Régionale de Soutien aux Cadets  
QM Mauricie  
695 Marie-Victorin  
Nicolet, Québec  
J3T 1T5

To the attention of: Sgt Stéphane Dubé, QM Mauricie URSC (E)

- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Standing Offer.

### 7.7 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex E. 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

[A2000C](#) (2006-06-16), Foreign Nationals (Canadian Contractor);

[A2001C](#) (2006-06-16), Foreign Nationals (Foreign Contractor);

[A9062C](#) (2011-05-16), Canadian Forces Site Regulations

[B7500C](#) (2006-06-16), Excess Goods;

[D0018C](#) (2007-11-30), Delivery and Unloading.

### 7.9 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

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qcv022  
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- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

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## ANNEX A: STATEMENT OF WORK

### 1. Title:

Reconditioning of Club 420 sailboats and of whalers for the Department of National Defence (DND) in Nicolet, QC, as and when required by the standing offer.

### 2. Objective:

The Regional Cadet Support Unit – Eastern of the DND is responsible for the organization of nautical activities for its cadets. Following these nautical activities, some repair must be performed on the crafts used. It is therefore necessary to find a Contractor capable of collecting and delivering the crafts from the DND site in Nicolet, QC and providing the necessary equipment and labour to carry out the required work.

### 3. Scope of Work:

#### 3.1 Crafts Categories and Dimensions

- a) The Club 420 sailboats are 14 feet long, 5.4 feet wide (4.2 m X 1.63 m) and can reach 3.2 feet (1m) in height. Their weight can reach about 300 lbs (136 kg).
- b) The whalers are 27 feet long, 8.6 feet wide (8.23m X 2.62m) and 4 feet (1.22 m) in height. Their weight can reach about 2 500 lbs (1133 kg).

#### 3.2 Location of Collect and Delivery of the Crafts:

Department of National Defence  
QM Mauricie  
695 Marie-Victorin  
Nicolet, Building 5, Québec J3T 1T5

### 4. Description of Work

#### 4.1 The Contractor must provide the following repair services at the hourly rate offered in Annex B. Hourly rate for regular hours only.

- a) The Contractor must repair the hull of the whalers and sailboats (including sandblasting, fiberglass).
- b) Must paint the hull of the broken whalers and sailboats;
- c) Must completely rebuild the skipper's seat and others (floor, front, rear transom)
  - i. Completely remove the old foam and replace with high density marine foam
  - ii. Restore the fiberglass to make waterproof
- d) Must thoroughly clean and oil the seats.
- e) Must paint the whole interior of the craft.
- f) Must paint the exterior if repairs only.
- g) Must replace the root of the mast with a 310S stainless steel model and secure to the front sump.
- h) Must repair all broken foot holders, solidify other supports.
- i) Must repair / reinstall the fixed fender on the entire gunwale.
- j) When painting is required, perform the preparation work (sandblasting) and then paint the craft of the repaired components.
- k) All required materials, paint, labour, tools, equipment to perform the work and various repairs shall be provided by the Contractor, unless otherwise directed by the DND in their Call-up in reference to the Standing Offer.

- l) All paint and sandblasting work shall be carried out in accordance with the labour and environmental regulations applicable to the place where they are made. All personnel and equipment are certified and accredited under local, provincial and federal laws and regulations. The disposal of residual materials following the work is the responsibility of the Contractor and must be done in accordance with local, provincial and federal laws and regulations.
- m) For each watercraft handed over to the Contractor for servicing, a detailed plan and work schedule is presented by the Contractor to allow the client (DND) to integrate the Contractor's work into its operational planning and DND's future use of the crafts.

**4.2 The Contractor must provide the sandblasting and painting services in the following four categories of work:**

**Four (4) Categories of Work:**

1. Exterior sandblasting and painting of a whaler
2. Interior sandblasting and painting of a whaler
3. Exterior sandblasting and painting of a sailboat
4. Interior sandblasting and painting of a sailboat

- a) When an "**Exterior Paint**" is required, only the lower shell must be sanded and painted;
- b) When an "**Interior Paint**" is required, the bridging, transom, sinks and floor shall be sanded and painted;
- c) In all cases, a sandblasting must be performed before the paint is applied;
- d) When necessary, all deck fittings that are detrimental to repair shall be removed and returned to their respective locations upon completion of work;
- e) All imperfections must be previously covered by a pore cover (impermeable product) under the waterline;
- f) For the Club 420 sailboats, the lettering and identification numbers of the hull must be redone if indicated on the repair request or if they are in the zone where the paint must be made. Numbers will be affixed to the front port and starboard sides and to the rear starboard side; they must be 6 inches (15.24) in height and black;
- g) For the under hull stars, the Contract must sandblast and apply primer prior to painting.

**4.3 The Contractor must be able to provide collect and delivery of the crafts:**

- a. Depending on the needs of the DND, the Contractor is responsible for collecting the craft at the designated user site (DND) and to return (deliver) it when the work is completed.
- b. It can happen during a boat delivery that the Contractor has to collect another craft. In such a situation, the Contractor can claim a collect and delivery.
- c. The crafts are loaded and unloaded on the Contractor's vehicles or trailers by DND staff, at the DND site. The Contractor is responsible for loading and unloading the crafts on its site.
- d. The Contractor must provide a transportation service for the collect and delivery of the whalers and sailboats. The Contract must transport the crafts with appropriate trailers. For the whaler, the trailer shall be at least 8.54 m (28 feet) long and the trailer for the sailboat must be at least 4.58 (15 feet) long. The Contractor must provide all equipment, trailers, winches, cable hoists, belts, ropes, and other equipment to secure the crafts for transportation.
- e. The Contractor does not have to carry more than one craft at a time.
- f. The Contractor will be notified at least 24 hours prior to collect or delivery in order to plan the trip and the need for equipment, personnel and trailer type required.

- g. The DND reserves the right to transport crafts by its own means and at its own costs. If so, the Contractor will be notified in the standing order and no transportation costs (collect / delivery) will be charged to the DND.

## **5. Material, Parts, Paints and Primers**

### **5.1 Paint: for all crafts:**

- a) **Sailboat Paint Colour:** The paint must be "Acrylic Urethane Enamel" in white, i.e., Acrythane Transpo Blanc 585-120
- b) **Whaler Paint Colour:** The paint must be "Acrylic Urethane Enamel", i.e., Acrythane Transpo # T-11206 r equivalent colour in all other brands.
- c) **Primer:** The primer must be: Interseal 670HS
- d) After the Standing Offer adjudication, a price list of parts, paints and primers must be submitted to DND.
- e) Delivery costs and all other associated costs for parts will be included in the prices for parts quoted to clients once the percentage of increase (+) or discount (-) is applied.

### **5.2 Wooden Parts**

- a. Wooden parts are used for whalers in most cases. Replacement must be done with a hardwood but not necessarily mahogany. The wood may be FSC-certified or sourced from a sustainably managed forests or from a recycled or recovered wood supply source at a minimum.
- b. It is possible that some bolsters are provided to the Contractor. If so, it will be noted in the call-up.
- c. Repair of bolsters must be done with a full sanding and covered with 4 layers of marine varnish.
- d. New seats must be coated with at least 3 coats of water repellent oil.

## **6. Minimum Requirements and Constraints:**

- a. The Contractor must have the equipment for sandblasting;
- b. The Contractor must have a closed paint room that is large enough to allow painting of both classes of watercrafts;
- c. The paint room must be equipped with an anti-dust ventilation system;
- d. The Contractor must have the welding equipment for work on the mast root;
- e. The watercrafts are stored in a fenced-off, locked and illuminated perimeter if outside, before and after the completion of the work;
- f. The crafts are stored in a locked or padlocked perimeter if inside, before and after the completion of the work;
- g. The Contractor must have and use its resources and equipment, vehicles, and trailers for the transport of the watercrafts.

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## 7. End of Work (Inspection and Acceptance by the Client)

- a. The Contractor allows the authorized representatives of the Government of Canada (OIC Quartermaster Mauricie) to freely access its premises where the work takes place.
- b. Throughout the course of the work, the DND Representatives (OIC Quartermaster Mauricie) reserve the right to visit the Contractor's premises to verify the work prior to delivery. If some repairs do not conform to the description of need or the work ordered, the Contractor will have to restart the work while respecting the deadline of delivery.
- c. The Contractor must inform the DND Representative (OIC Quartermaster Mauricie) 3 days prior to the scheduled date of work completion to make the necessary arrangements so that the Representative of the Quartermaster Mauricie is on site to inspect the work and material and staff preparation for loading, as required.

- d. The following photographs have been added to provide a better idea of the work required as part of the
- e. four (4) Categories of Work described at section 4.2 of Annex A: Statement of Wrok

**#1: Whaler 27 ‘**

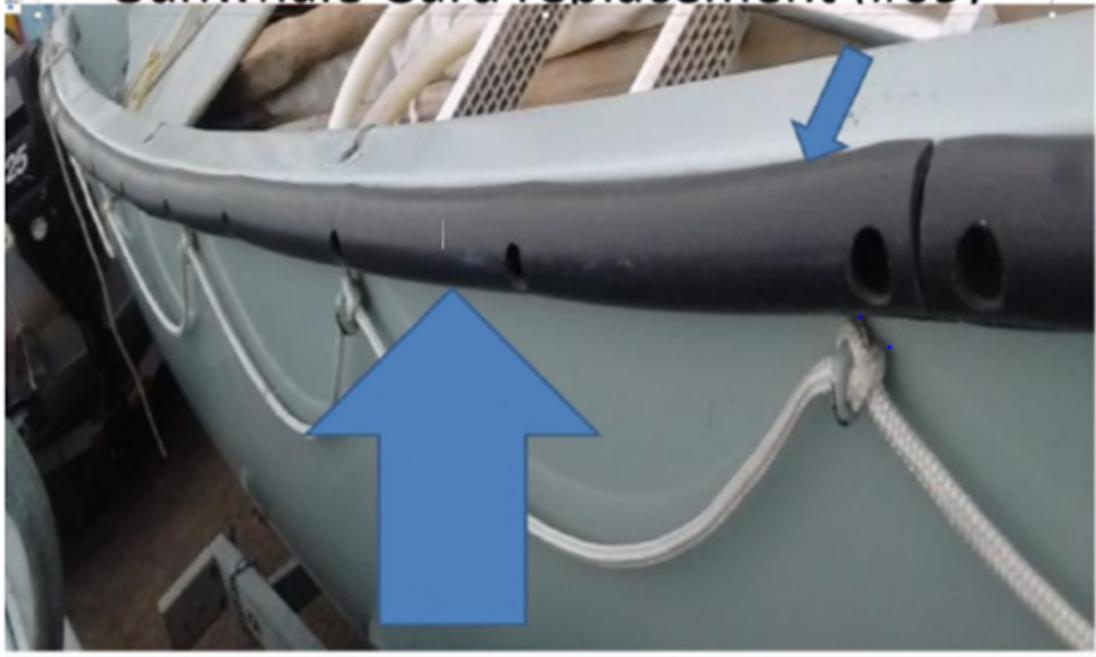


**#2 Internal paint for Whaler**



- f.
- g.
- h.
- i.

**#3 Gunwhale Gard replacement**



**#4 Sailing Dinghy**

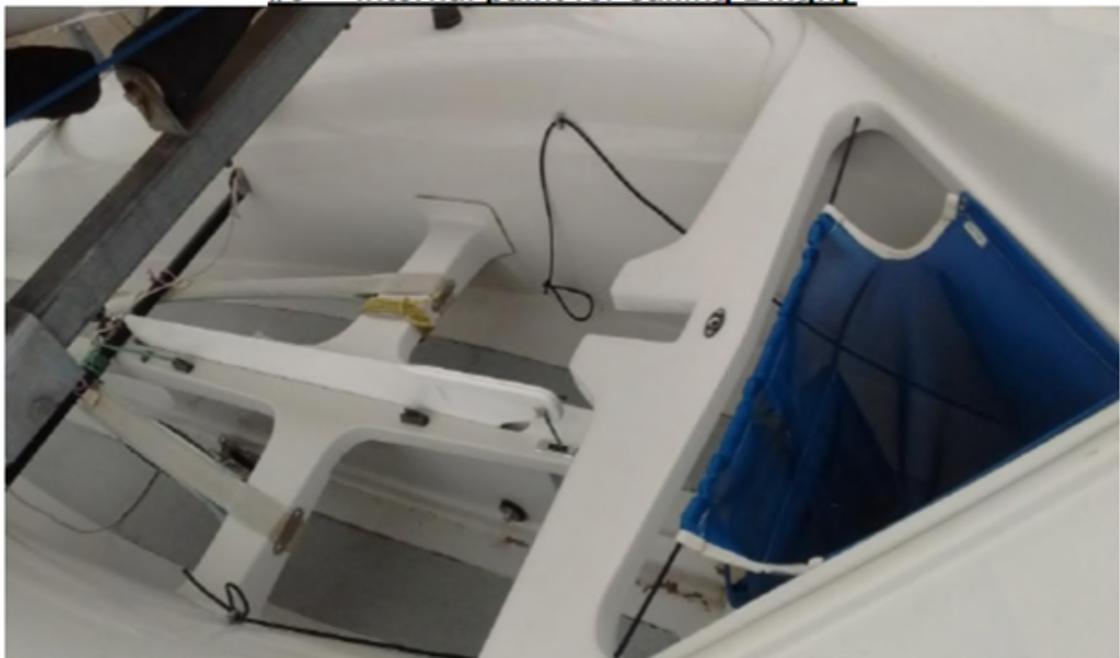


j.

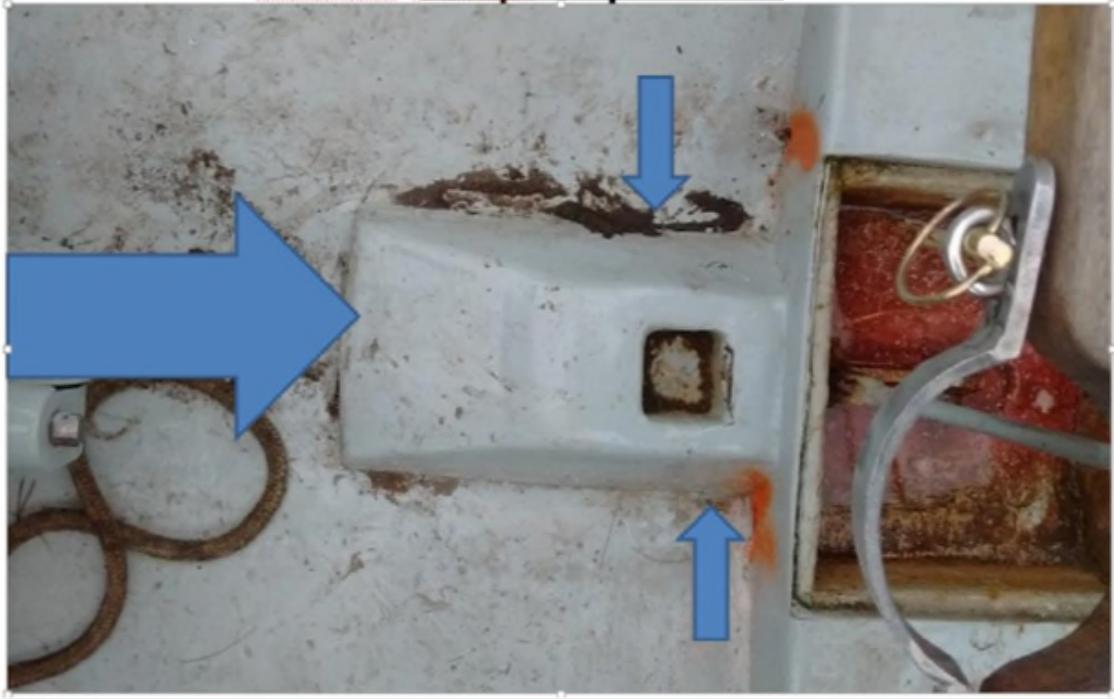
**#5 External paint sailing dinghy 420**



**#6 Internal paint for sailing Dinghy**



**#7 Mast step replacement**



**#8 New mast step**



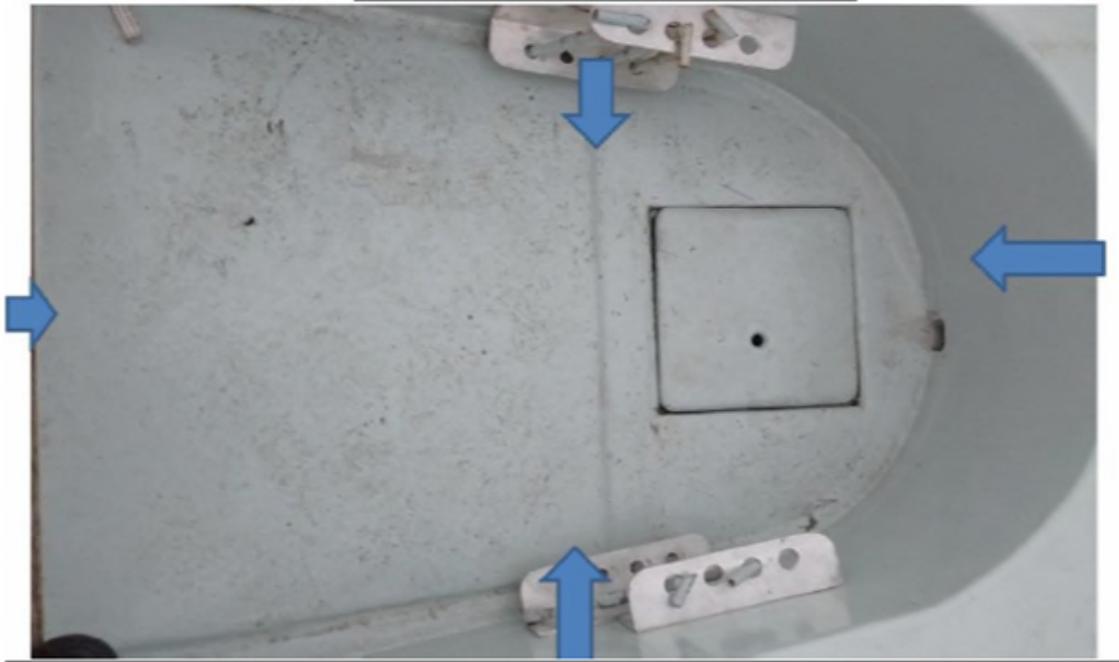
**#11 Floor Buoyancy tanks front and rear repair**



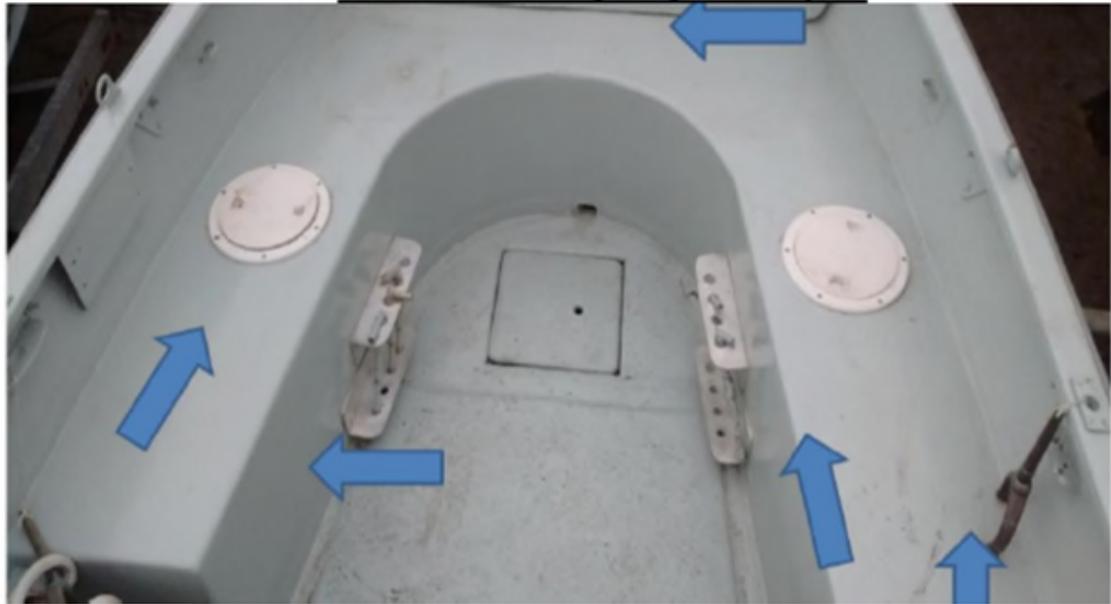
**#12 Front buoyancy tank repair**



**#13 Rear floor buoyancy tank repair**



**#14 Rear bench buoyancy tank repair**



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## ANNEX B: BASIS OF PAYMENT

- a) Regular hourly rates. (See Article 4.1 of Annex "A" attached)
- b) Work categories 1 to 4. (See Article 4.2 of Annex "A" attached)
  1. Exterior sandblasting and painting of a whaler
  2. Interior sandblasting and painting of a whaler
  3. Exterior sandblasting and painting of a sailboat
  4. Interior sandblasting and painting of a sailboat
- c) Collection and delivery costs. All costs included.  
(See Article 4.3 of Annex "A" attached)
- d) Percentage of surcharge on parts, paints and primers.  
(See Article 5 of Annex "A" attached)

### Valid price list for the Nicolet Base, J3T 1T5, Québec

- Multiply your hourly rates by the estimated number of hours (80) to establish the total;
- Multiply your fixed price per work category (8) or (6) to establish the total per category;
- Multiply your fixed prices per pick-up or delivery by the amount of transport services to establish the total
- Apply the percentage of surcharge or discount on the estimated commitment for parts, paints and primers (4000\$) to establish the total
- Add all totals in the left column for each year of services to establish the Estimated total for year of service

Complete all three price grids to establish the estimated total for the 3 years of services:  
(1st year of services, 2nd year of services, Option year of services)

**Note: Rates and prices must not include applicable taxes**

<b>1st year of services:</b>			
<b>Type of Work</b>	<b>Estimated requirement for evaluation</b>	<b>i) Hourly rate ii) Fixed price iii) Surcharge or discount on parts and paints</b>	<b>Total</b>
a) Regular hours hourly rate	80 hours	i) _____ \$hour CAD	_____ \$ CAD
b1) Exterior sandblasting and painting of a whaler	8 whalers	ii) _____ \$/ Craft in CAD	_____ \$ CAD
b2) Interior sandblasting and painting of a whaler	8 whalers	ii) _____ \$/ Craft in CAD	_____ \$ CAD
b3) Exterior sandblasting and painting of a sailboat	6 sailboats	ii) _____ \$/ Craft in CAD	_____ \$ CAD
b4) Interior sandblasting and painting of a sailboat	6 sailboats	ii) _____ \$/ Craft in CAD	_____ \$ CAD
c) Collection and delivery fees	28 transports (one direction)	ii) _____ \$/ Craft in CAD	_____ \$ CAD
d) Percentage surcharge of or discount on parts, paints and primers	4000\$ CAD + or -	iii) _____ % =	_____ \$ CAD
<b>Estimated total for the 1<sup>st</sup> year of service</b>			_____ \$ CAD

<b>2nd year of services:</b>			
<b>Type of Work</b>	<b>Estimated requirement for evaluation</b>	<b>i) Hourly rate ii) Fixed price iii) Surcharge or discount on parts and paints</b>	<b>Total</b>
a) Regular hours hourly rate	80 hours	i) _____ \$hour CAD	_____ \$ CAD
b1) Exterior sandblasting and painting of a whaler	8 whalers	ii) _____ \$/ Craft in CAD	_____ \$ CAD
b2) Interior sandblasting and painting of a whaler	8 whalers	ii) _____ \$/ Craft in CAD	_____ \$ CAD
b3) Exterior sandblasting and painting of a sailboat	6 sailboats	ii) _____ \$/ Craft in CAD	_____ \$ CAD
b4) Interior sandblasting and painting of a sailboat	6 sailboats	ii) _____ \$/ Craft in CAD	_____ \$ CAD
c) Collection and delivery fees	28 transports (one direction)	ii) _____ \$/ Craft in CAD	_____ \$ CAD
d) Percentage of surcharge or discount on parts, paints and primers	4000\$ CAD + or -	iii) _____ % =	_____ \$ CAD
<b>Estimated total for the 2nd year of service</b>			_____ \$ CAD

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<b>Option year of services:</b>			
<b>Type of Work</b>	<b>Estimated requirement for evaluation</b>	<b>i) Hourly rate ii) Fixed price iii) Surcharge or discount on parts and paints</b>	<b>Total</b>
a) Regular hours hourly rate	80 hours	i) _____ \$hour CAD	_____ \$ CAD
b1) Exterior sandblasting and painting of a whaler	8 whalers	ii) _____ \$/ Craft in CAD	_____ \$ CAD
b2) Interior sandblasting and painting of a whaler	8 whalers	ii) _____ \$/ Craft in CAD	_____ \$ CAD
b3) Exterior sandblasting and painting of a sailboat	6 sailboats	ii) _____ \$/ Craft in CAD	_____ \$ CAD
b4) Interior sandblasting and painting of a sailboat	6 sailboats	ii) _____ \$/ Craft in CAD	_____ \$ CAD
c) Collection and delivery fees	28 transports (one direction)	ii) _____ \$/ Craft in CAD	_____ \$ CAD
d) Percentage of surcharge or discount on parts, paints and primers	4000\$ CAD + or -	iii) _____ % =	_____ \$ CAD
<b>Estimated total for the 3rd and optional year of service</b>			_____ \$ CAD

Estimated total for the 3 years of services (for financial evaluation purposes): \_\_\_\_\_ \$ CAD  
(Estimated total: 1st year of services + Estimated total: 2nd year of services + Estimated total: Option year of services)

### ANNEX C MANDATORY TECHNICAL EVALUATION CRITERIA

It is mandatory to provide technical/descriptive documentation for your offered services and products in order to permit their evaluation. Failure to provide the information demonstrating that your offer meets all criteria listed below, will render the offer non-responsive

Mandatory technical evaluation criteria
M1) The Offeror must carry out the interior and exterior painting in a painting room or painting booth capable of accommodating the watercrafts with dimensions of: 27 feet long by 8.6 feet wide (8.23m X 2.62m) and 4 feet high (1.22 m)
M2) The painting room or painting booth must be equipped with a ventilation system capable of removing and extracting dust and volatile fumes.
M2) The Offeror must have access to the welding equipment and demonstrate that they can perform the work on the mast root
M4) The Offeror must have worked or offer the services of technicians who have worked in a field relevant to the one described in "Annex A: Statement of Work" during two of the last five (5) years following the closing date of this Request for Standing Offer

Provide a short description of your painting and welding services involving watercrafts and a short description of your pulverisation booth and its ventilation system to demonstrate how they meet the criteria M1, M2, M3 and M4 above. This may be provided in the following formats:

- a) A descriptive narrative of your business;
- b) Copies of invoices for similar previous projects;
- c) Resume of technician(s) dedicated to the services;
- d) Plans, drawings and descriptions of your pulverisation booth;
- e) Description or technical specification of your pulverisation booth and its ventilation system;
- f) Other documents permitting to demonstrate that your offer is responsive to the criteria (Refer to annex "C" attached)

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## **ANNEX D: ELECTRONIC PAYMENT INSTRUMENTS**

### **to PART 3 OF THE REQUEST FOR STANDING OFFERS**

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);

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## ANNEX E: INSURANCE REQUIREMENTS

### Ship Repairers' Liability

1. Ship Repairers' Liability Insurance or Commercial General Liability Insurance shall be effected by the Contractor and maintained in force in an amount usual for a contract of this nature, but, in any case, for not less than **\$5,000,000** per accident or occurrence.
2. Should the Contractor decide to obtain and maintain Commercial General Liability insurance, the policy shall be endorsed as follows:

"Notwithstanding anything to the contrary mentioned in the policy, it is agreed that:

- a. Watercraft exclusion is deleted;
  - b. Broad Form Property Damage coverage is included; and,
  - c. Broad Form Completed Operations coverage is also included."
3. The policy must include the following endorsements:
    - a. Notice of Cancellation: The Insurer agrees to provide the Contracting Authority thirty (30) days written notice of cancellation.
    - b. Contractual Liability: The policy shall, on a blanket basis or by specific reference to this contract, extend to assumed liabilities with respect to contractual insurance provisions.

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### **Marine Hull Insurance**

1. The Contractor must obtain Hull & Machinery insurance covering the watercraft, its equipment and appurtenances, and maintain it in force for the duration of the contract for an amount of not less than the agreed value of the watercraft as described below. Coverage must conform to the American Institute Hull Clauses (June 2, 1977) or an agreed equivalent.

Watercraft Agreed Value :

- Club 420 sailboats: 8,675.00\$
- Whaler: 14,100.00\$

2. The policy must include the following endorsements:
  - a. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the National Defence and the Canadian Armed Forces and Public Works and Government Services Canada for any and all loss of or damage to the watercraft, however caused.
  - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

### **Automobile Liability Insurance**

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - e. OPCF/SEF/QEF #3 - Drive Government Automobiles Endorsement
  - f. OPCF/SEF/QEF #6a - Permission to Carry Passengers for Compensation or Hire
  - g. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27
  - h. OPCF/SEF/NBEF #44 or #44R - Family Protection Endorsement - Private Passenger Vehicles

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**ANNEX F: COMPLETE LIST OF OFFEROR'S BOARD OF DIRECTORS**

***NOTE TO OFFEROR'S***

***WRITE ALL DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS***

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**ANNEX G: ANNUAL CALL-UP REPORT (EXAMPLE ONLY)**

<b>Call-up Report – (example of report)</b>					
Date - From: April 1 <sup>st</sup> 2021 to March 31 <sup>st</sup> 2022					
No. RISO	Date of Order	Date of Delivery	Items / Quantity	Price	Total Value