

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

Title - Sujet SO - Power Systems Maintenance	
Solicitation No. - N° de l'invitation F3065-201461/A	Date 2021-04-08
Client Reference No. - N° de référence du client F3065-201461	GETS Ref. No. - N° de réf. de SEAG PW-\$QCV-007-18143
File No. - N° de dossier QCV-0-43246 (007)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-04-27 Heure Avancée de l'Est HAE	
Delivery Required - Livraison exigée Voir doc.	
Address Enquiries to: - Adresser toutes questions à: Simoneau, Steve	Buyer Id - Id de l'acheteur qcv007
Telephone No. - N° de téléphone (418)564-9517 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DES PECHEES ET DES OCEANS NGCC TOUS LES NAVIRES Lieux variés	
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

**TITLE: RISO – HYDRAULIC/PNEUMATIC REPAIRS – CANADIAN COAST GUARD VESSELS OF THE
ARCTIC AND CENTRAL REGIONS**

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Summary
- 1.3 Debriefings
- 1.4 Anticipated Migration to an E-Procurement Solution (EPS)

PART 2 - OFFEROR INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Offers
- 2.3 Former Public Servant
- 2.4 Enquiries - Request For Standing Offers
- 2.5 Applicable Laws
- 2.6 List of Proposed Subcontractors

PART 3 - OFFER PREPARATION INSTRUCTIONS

- 3.1 Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

- 5.1 Certifications Required with the Offer
- 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

PART 6 – SECURITY AND FINANCIAL REQUIREMENTS

- 6.1 Security Requirement
- 6.2 Financial Capacity
- 6.3 Insurance Requirement

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

7A. STANDING OFFER

- 7A.1 Offer
- 7A.2 Security Requirement
- 7A.3 Standard Clauses and Conditions
- 7A.4 Term of Standing Offer
- 7A.5 Authorities
- 7A.6 Proactive Disclosure of Contracts with Former Public Servants (if necessary)
- 7A.7 Identified Users
- 7A.8 Call-up Procedures
- 7A.9 Call-up Instrument
- 7A.10 Limitation of Call-ups
- 7A.11 Financial Limitation
- 7A.12 Priority of Documents
- 7A.13 Certifications
- 7A.14 Applicable Laws
- 7A.15 Estimates
- 7A.16 Sub-contracts and Sub-contractor List

Invitation No – N° de l'invitation
F3065-201461/A
N° de réf. du client - Client Ref. No.
F3065-20-1461

N° de la modif - Amd. No.
File No. - N° du dossier
QCV-0-43246

Id de l'acheteur - Buyer ID
qcv007

7A.17 Transition to an e-Procurement Solution (EPS)

7B. RESULTING CONTRACT CLAUSES

- 7B.1 Statement of Work
- 7B.2 Standard Clauses and Conditions
- 7B.3 Term of Contract
- 7B.4 Proactive Disclosure of Contracts with Former Public Servant
- 7B.5 Payment
- 7B.6 Invoicing Instructions
- 7B.7 SACC Manual Clauses
- 7B.8 Insurance Requirements
- 7B.9 Inspection and Acceptance

List of Annexes:

- Annex A - Statement of Work
- Annex B - Basis of Payment
- Annex C - Insurance Requirements
- Annex D - Technical Evaluation
- Annex E - Financial Evaluation
- Annex F - Reporting Requirements
- Annex G - Complete List of names of all individuals who are currently directors of the Offeror
- Annex H - Annex to Part 3 of the Bid Solicitation

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Requirement, the Basis of Payment and any other annexes.

1.2 Summary

This Request for a Standing Offer (SO) is to establish a Regional Individual Standing Offer (RISO) to supply labour, materials and equipment to carry out repairs and service for the hydraulic and pneumatic power systems on all Fisheries and Oceans Canada - Canadian Coast Guard (DFO-CCG) Vessels in the Central and Arctic Region, on an as-and-when-requested basis. The work will be mainly undertaken but without limiting it at the following Canadian Coast Guard Bases:

- Mont-Joli (Qc.)
- Québec City (Qc.)
- Sorel (Qc.) including Montreal Harbour
- Prescott (On.)
- Burlington (On.)
- Parry Sound (On.), and;
- Sarnia (On.)

Offerors can bid on the number of Bases of their choice. Seven Standing Offers could result of this Request for Standing Offer.

As per the Integrity Provisions under section 01 of Standard Instructions 2006 and 2007, offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions.

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

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

1.3 Debriefings

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

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

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

The Government of Canada's [press release](#) provides additional information.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2006 (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.2 Submission of Bids

- 2.2.1** Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by using the epost Connect service provided by Canada Post Corporation (https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a) by the date and time indicated in the bid solicitation.

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

TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca

NOTE THAT YOU SHOULD NOT SEND YOUR OFFERS DIRECTLY TO THIS EMAIL ADDRESS, BUT PROCEED THROUGH CANADA POST EPOST CONNECT SERVICE. REFER TO THE 2006 STANDARD INSTRUCTIONS (2020-05-28).

- 2.2.2** Due to the ongoing and evolving COVID-19 outbreak, suppliers must submit bids electronically using the Canada Post epost Connect application. This service allows suppliers to submit bids, offers and arrangements electronically to PSPC Bid Receiving Units. Instructions for using E-Post are included in this solicitation. For further information, Bidders should consult the following Web site that demonstrates the steps to follow for the Bid Submission to Bid Receiving Unit using epost Connect:

<https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-epost-connect>

- 2.2.3** Submissions received in hard copy by mail, in person or by fax 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 ()

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 in writing to steve.simoneau@tpsgc-pwgsc.gc.ca, the Standing Offer Authority no later than five (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.

2.7 List of Proposed Subcontractors

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

3.1.1 Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Management Bid (1 electronic copy)
Section II: Financial Bid (1 electronic copy)
Section III: Certifications Requirements (1 electronic copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) page format;
- (b) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Offer

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

Section II: Financial Offer

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

Offerors must complete Annex E for each Coast Guard Base for which they would like to provide services, with the exception of the Port of Montreal service zone. To do so, Offerors must complete Annex E by indicating the location when requested for each base for which they would like to provide services. Offerors are not required to submit tenders for each base. Offers submitted for each base will be evaluated separately.

3.1.1 Electronic Payment of Invoices - Offer

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

If Annex "H" 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.

Section II: Certifications and Additional information

Offerors must submit the certifications and Additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

ITEM	Description	Meets Requirement	Documentation
1.4.2	Have a minimum of 2 hydraulic / pneumatic technician employees that each have a least two years of experience with this type of work.		Provide CV for at least two (2) employees.
1.4.3	Have a minimum of 1 welder employee certified under CSA W47.1 – Certification for Companies for Fusion Welding of Steel Structures (Minimum division level 2)		Provide CV with certification In case of subcontracting, provide the subcontractor's information and certification proof.
1.4.4	Have a minimum of 2 mobile service units containing hose press, compressor, welding machine as well as a full set of diagnostic equipment for hydraulic problem analysis.		The Offeror must demonstrate owning this type of equipment. In case of subcontracting, provide the subcontractor's information and proof that he owns the required equipment.
1.4.5	.1 Have a minimum 75 hp hydraulic test bench for hydraulic valves and motors. (Capacity of 3000 psi.) .2 Have a minimum 15 hp hydraulic ram test bench. (Capacity of 3000 psi.)		The Offeror must demonstrate owning this type of equipment. In case of subcontracting, provide the subcontractor's information and proof that he owns the required equipment.

4.1.2 Financial Evaluation

Offerors must submit their financial offer in accordance with Annex B – Basis of payment of this request for standing offers. Offerors must submit firm rates for all categories of resources listed in Annex B – Basis of Payment.

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 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

5.2.1 Integrity Provisions – List of names

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

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

5.2.2 Integrity Provisions – Required Documentation

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

5.2.3 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.2.4 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.

PART 6 – SECURITY AND FINANCIAL REQUIREMENTS

6.1 Security Requirements

This Standing Offer does not have Security Requirements.

6.2 Financial Capability

SACC Manual clause [M9033T](#) (2011-05-16) Financial Capability

6.3 Insurance requirement

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

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Security Requirements

There is no security requirement applicable to the Standing Offer.

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.

3.1 General Conditions

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

3.2 Supplemental General Conditions

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

3.3 Standing Offers Reporting

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

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

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

The reporting periods are defined as follows:

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

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

4. Term of Standing Offer

4.1 Period of Standing Offer

The period for making call-ups and providing services against the Standing Offer is **from June 1st, 2021 to May 31, 2022, inclusive**.

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for **two additional periods of one year, from June 1, 2022 to May 31, 2023 and from June 1, 2023 to May 31, 2024**, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

4.2.1 Basis of payment, extension of the term of the Standing Offer

1. For the optional periods, at the same terms and conditions as stipulated in the Standing offer except that:

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

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Steve Simoneau
Title: Procurement Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 601-1550 D'Estimauville, Québec
Telephone: (418) 564-9517
Facsimile: (418) 648-2209
E-mail address: steve.simoneau@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.

5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

Invitation No – N° de l'invitation
F3065-201461/A
N° de réf. du client - Client Ref. No.
F3065-20-1461

N° de la modif - Amd. No.
File No. - N° du dossier
QCV-0-43246

Id de l'acheteur - Buyer ID
qcv007

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

5.3 Offeror's Representative (to be completed)

Name: _____

Title: _____

Address: _____

Telephone: (____) ____ - _____

Facsimile: (____) ____ - _____

E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Identified Users

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

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

8. Call up Procedures

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

9. Call-up Instrument

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

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

or

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

10. Limitation of Call-ups

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

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

11. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$500,000.00** (Applicable Taxes extra) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

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

12. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;

- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the General Conditions 2010C(2020-05-28), General Conditions – Services (Medium Complexity)
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment
- g) Annex C, Insurance Requirements
- h) the Offeror's offer dated _____ (*will be completed at contract award*)

13. Certifications and Additional Information

13.1 Compliance

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

14. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec or in Ontario.

15. Estimates

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

16. Sub-contracts and Sub-contractor List

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

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

17. 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.

Invitation No – N° de l'invitation
F3065-201461/A
N° de réf. du client - Client Ref. No.
F3065-20-1461

N° de la modif - Amd. No.
File No. - N° du dossier
QCV-0-43246

Id de l'acheteur - Buyer ID
qcv007

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.

1. Statement of Work

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

2. Standard Clauses and Conditions

2.1 General Conditions - Services

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.

2.2 Supplemental General Conditions

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

3. Term of Contract

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

3.1 Option to Extend the Contract

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

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

4. Proactive Disclosure of Contracts with Former Public Servants

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

5. Payment

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

5.1 Limitation of Price

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work

5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed **\$ 500 000.00**. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

5.3 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6. Invoicing Instructions

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

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

- a. The vessel name and the date upon which the inspections were conducted;

Invitation No – N° de l'invitation
F3065-201461/A
N° de réf. du client - Client Ref. No.
F3065-20-1461

N° de la modif - Amd. No.
File No. - N° du dossier
QCV-0-43246

Id de l'acheteur - Buyer ID
qcv007

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

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

Invoices must be distributed as follows:

Original Electronic Invoice must be sent to:

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

Copy of Invoice sent to:

Attention: Steve Simoneau
steve.simoneau@tpsgc-pwgsc.gc.ca
Marine Procurement Specialist
Public Works and Government Services Canada
Québec area, Marine Division
1550, avenue D'Estimauville, Québec, (Québec) G1J 0C4,
Quebec, Canada

6.1 Electronic Payment of Invoices – Call-up (if applicable)

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7. SACC Manual Clauses

A9006C (2012-07-16), Defence Contract
A9019C (2011-05-16), Hazardous Waste Disposal
A9055C (2010-08-16), Scrap and Waste Material
A9068C (2010-01-11), Government Site Regulations
A9117C (2007-11-30), T1204 - Direct Request by Customer Department

B6800C (2007-11-30), List of non-Consumable Equipment and Material
B7500C (2006-06-16), Excess Goods
C0100C (2010-01-11), Discretionary Audit - Commercial Goods and/or Services
C0710C (2007-11-30), Time and Contract Price Verification
C5201C (2008-05-12), Prepaid Transportation Costs
M7035T (2013-07-10), List of Proposed Subcontractors

8. 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.

9. Inspection and Acceptance

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

ANNEX "A" - STATEMENT OF WORK

1. DESCRIPTION OF THE REQUIREMENT

Provide any necessary repair services and spare parts for hydraulic/pneumatic power systems on all Vessels in the Fisheries and Oceans Canada – Canadian Coast Guard, Central and Arctic Region, St. Lawrence sector.

The Contractor must be able to perform all types of hydraulic work that may be necessary on a vessel, for example:

- Installing components of hydraulic/pneumatic systems
- Repairing components of hydraulic/pneumatic systems
- Investigating system commissioning
- Performing diagnoses and making adjustments, conducting hydraulic flushes and compiling reports
- Assembling hydraulic/pneumatic hoses (standard/metric/high-pressure)

1.1 Cost Estimates

The Contractor must provide an estimate for each call-up. This estimate must be approved by the Identified User. Each estimate must indicate the number of hours required for each job category and the cost of the intended materials, as well as the description, identification number and cost for each part to be replaced.

1.2 Time frame

The Contractor must arrive at the vessel within twenty-four (24) hours of being called by the Department's authorized representative, unless notice to the contrary is given. In case of such notice, the parties will agree on time frames according to the nature of the request.

1.3 Workplace Safety

1.3.1 Hot work

Prior to performing any hot work on a vessel, the Contractor's Representative must first obtain a signed hot work authorization permit from the Chief Engineer.

1.3.2 Regulations and standards

The Contractor is responsible for performing the work in accordance with the applicable regulations and standards.

1.4 Mandatory Requirements

1.4.1 Provide, for each call-up, at least one certified hydraulic/pneumatic technician in its employment on a permanent basis with at least two (2) years of experience.

1.4.2 - Have a minimum of two (2) permanent hydraulic technician employees that each have at least two years of experience.

1.4.3 - Have a minimum of 1 welder employee or provide a subcontracting service certified under CSA W47.1 – Certification for Companies for Fusion Welding of Steel Structures (Minimum division level 2).

1.4.4 - The Contractor or the subcontractor must have a minimum of 2 complete mobile service units with hose press, compressor, welding machine, as well as a full set of diagnostic equipment for hydraulic issues.

1.4.5 The Contractor or the subcontractor must have the following specialized equipment and tools necessary to repair various hydraulic/pneumatic components:

a) Minimum 75 hp hydraulic test bench for hydraulic valves and motors, (Capacity of 3000 psi.);

b) Minimum 15 hp hydraulic ram test bench, (Capacity of 3000 psi.)

1.4.6 Have access to an enclosed, clean space specially designed for repairing components of hydraulic/pneumatic systems.

1.4.7 The Contractor and their employees and the subcontractor must have all the required certifications, permits and licenses and authorizations that will allow them to perform all types of hydraulic/pneumatic work that are necessary on a vessel.

1.4.8 Provide all the parts necessary for repairs.

IMPORTANT: The Contractor agrees that failure to comply with each prerequisite will result in the withdrawal of the Standing Offer.

2. MAINTENANCE REPORT

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

- The date and time at which the repair request was made;
- The system serial number or description;
- The name and telephone number of the person who called;
- The date and time of the start and end of work as well as the number of hours for each work day;
- A description of the malfunction;
- A diagnosis of the defect;
- A list of materials and of all the replaced or installed parts;
- The name of the Contractor's Representative and his/her service location;
- The name (in block letters) and signature of the person in charge on the vessel, attesting that the material seems to function satisfactorily;
- The breakdown of the costs of labour and materials, if there are additional costs.

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

3. SAFETY

3.1 The Contractor must adhere to all safety rules, regulations and labour codes in force in all jurisdictions where the Work is to be performed.

4. CANADIAN COAST GUARD BASES GEOGRAPHICAL LIST FOR SERVICES

- | | | | |
|------------|---|------------|--|
| 4.1 | Sorel
Canadian Coast Guard, Sorel-Tracy base
15, rue du Prince
Sorel-Tracy, QC
J3P 4J4 | 4.5 | Sarnia
Canadian Coast Guard, Sarnia base
120 Seaway Rd,
Sarnia, ON
N7T 8A5 |
| 4.2 | Québec
Canadian Coast Guard, Québec base
101 Boul. Champlain
Québec, QC
G1K 7Y7 | 4.6 | Prescott
Canadian Coast Guard, Prescott Base
P.O. Box 1000
401 King Street West
Prescott, ON
K0E 1T0 |
| 4.3 | Mont-Joli
Institut Maurice-Lamontagne
850, rue de la mer
Mont-Joli, Quebec
G5H 3Z4 | 4.7 | Burlington
CCIW
867 Lakeshore Rd
Burlington, ON
L7S 1A1 |
| 4.4 | Montréal
Port de Montréal
Rue Port-de-Montréal
Montréal, QC H2L 5C1
Section 27/28 | 4.8 | Parry Sound
Canadian Coast Guard, Parry Sound base
28 Waubeek Street
Parry Sound, ON
P2A 1B9 |

ANNEX B – BASIS OF PAYMENT

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

In consideration of the Offeror satisfactorily completing all its obligations under a contract resulting from a call-up against a Standing Offer, the Offeror shall be paid firm unit prices in Canadian funds, Canadian customs duties included, and applicable taxes extra. The Offeror must maintain its firm unit prices for the period of Standing Offer.

1. SERVICE CALL

A. During regular working hours ⁱ

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

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

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

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

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

2. TRAVEL HOURLY RATE AND RATE PER KILOMETER

2.1 Travel hourly rate per capita

Travel hourly rate applicable between the Contractor's facility and the Canadian Coast Guard bases mentioned under Annex A, including the first 70 km roundtrip.

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

2.2 Rate per kilometer

Rate per kilometer applicable between the Contractor's facility and the Canadian Coast Guard bases mentioned under Annex A, including the first 70 km roundtrip.

Rate per kilometer, travel of mobile unit	_____ \$/km
---	-------------

3. TRAVEL AND LIVING EXPENSES

- (a) Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work, for:
 - (i) services provided within 35 km of the Contractor's facility.
- (b) For services to be provided outside the above-mentioned areas, the Contractor will be paid its authorized travel and living expenses, reasonably and properly authorized and incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the Treasury Board of Canada Travel Directive. Full addresses of sites will be specified in the call-ups.
- (c) Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation of personnel required to satisfy the terms of this Contract.
- (d) All travel must have prior authorization of the Technical Authority. All payments are subject to government audit.

4. MATERIAL AND REPLACEMENT PARTS ^{iii and iv}

All materials and replacement parts will be charged at cost price plus a mark-up of 10%

- i. **Direct/Regular Hours:** Direct or productive labour including overhead and profit uses exclusively in the work;
- ii. **Overtime Hours:** Overtime shall not be performed under the Standing Offer unless authorized in writing by the Minister or an authorized representative. Such written authorization shall be a condition precedent for payment of the rate or rates specified for overtime work.
- iii. **Material (except free issue):** including subcontracts, will be charged at a cost plus markup of 10%.
- iv. **Replacement parts (except free issue):** will be charged at list price less applicable discounts.
 - a. **Parts –** Prices are listed in the Contractor's regular, seasonal and sale catalogues or current published prices lists.

Annex C – Insurance Requirements

C.1 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 Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - 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. Non-Owned Automobile Liability – N/A.
 - n. Advertising Injury: N/A.
 - o. All Risks Tenants Legal Liability – If necessary, to protect the Contractor for liabilities arising out of its occupancy of leased premises.
 - p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
 - q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - r. 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.

Invitation No – N° de l'invitation
F3065-201461/A
N° de réf. du client - Client Ref. No.
F3065-20-1461

N° de la modif - Amd. No.
File No. - N° du dossier
QCV-0-43246

Id de l'acheteur - Buyer ID
qcv007

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.

Annex D – Technical evaluation

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

ITEM	Description	Meets Requirement	Documentation
1.4.2	Have a minimum of 2 hydraulic / pneumatic technician employees that each have a least two years of experience with this type of work.		Provide CV for at least two (2) employees.
1.4.3	Have a minimum of 1 welder employee certified under CSA W47.1 – Certification for Companies for Fusion Welding of Steel Structures (Minimum division level 2)		Provide CV with certification In case of subcontracting, provide the subcontractor's information and certification proof.
1.4.4	Have a minimum of 2 mobile service units containing hose press, compressor, welding machine as well as a full set of diagnostic equipment for hydraulic problem analysis.		The Offeror must demonstrate owning this type of equipment. In case of subcontracting, provide the subcontractor's information and proof that he owns the required equipment.
1.4.5	.1 Have a minimum 75 hp hydraulic test bench for hydraulic valves and motors. (Capacity of 3000 psi.) .2 Have a minimum 15 hp hydraulic ram test bench. (Capacity of 3000 psi.)		The Offeror must demonstrate owning this type of equipment. In case of subcontracting, provide the subcontractor's information and proof that he owns the required equipment.

Annex E – Financial evaluation

General notes

- 1) The Offeror must complete the present annex in Excel format for each Coast Guard Base for which it would like to provide services with the exception of the port of Montreal service zone. The Offeror is not required to submit tenders for each base. Offers submitted for each base will be evaluated separately.
- 2) The estimated number of hours by trade is for evaluation purposes only and does not constitute minimum or maximum billable hours. The number of hours is based on the percentage of use by trade and by Coast Guard Base.
- 3) **Google Maps** will be used to verify travel time and the distance between the Offeror's place of business and each Coast Guard Base. The distance will be the in accordance with the real and reasonable shortest distance between the Offeror installations and where the service is required, using their respective Postal code
- 4) The financial Evaluation document can be complete within the PDF document or with the attached electronic Excel document.

Service calls

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

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

Work hours and overtime will be determined as follows:

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

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

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

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

Invitation No – N° de l'invitation
F3065-201461/A
N° de réf. du client - Client Ref. No.
F3065-20-1461

N° de la modif - Amd. No.
File No. - N° du dossier
QCV-0-43246

Id de l'acheteur - Buyer ID
qcv007

Canadian Coast Guard Bases Geographical List (Service Zone) and Standing Offer's funding available for each Base. Amounts are estimates only and may be transferred from one base to another, but may not exceed the total amount allowed for the Limitation of Call-ups and the Financial limitation.

Base (Service Zone)	Percentage
<u>Quebec CCG Base</u> 101, boulevard Champlain Québec, Qc G1K 7Y7	50% (\$225K)
<u>Mont-Joli</u> Institut Maurice-Lamontagne 850, rue de la mer Mont-Joli, Qc G5H 3Z4	5% (\$25K)
<u>Sorel</u> Base de la Garde côtière de Sorel-Tracy : 15, rue du Prince Sorel-Tracy, Qc J3P 4J4	25% (\$100K)
<u>Montreal</u> Port de Montréal Rue Port-de-Montréal Montréal, QC H2L 5C1 Section 27/28	on demand
<u>Prescott</u> CCG Base 401, King St. West Prescott, ON K0E 1T0	5% (\$25K)
<u>Burlington</u> CCG Base 867, Lakeshore P.O. Box 5050 Burlington, ON L7R 4A6	5% (\$25K)
<u>Parry Sounds</u> CCG Base 28, Waubeek St. Parry Sound, ON. P2A 1B9	5% (\$25K)
<u>Sarnia</u> CCG Base 520, Exmouth St. Sarnia, ON. N7T 8B1	5% (\$25K)

Invitation No – N° de l'invitation
F3065-201461/A
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F3065-20-1461

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File No. - N° du dossier
QCV-0-43246

Id de l'acheteur - Buyer ID
qcv007

ANNEX F – REPORTING REQUIREMENTS

Please provide reports to the Contract authority regarding the current standing offer at:

steve.simoneau@tpsgc-pwgsc.gc.ca

Report

Regional individual Standing Offer (RISO)

Offeror : _____

Reporting period : from _____ to _____

Name of the Department / Client : _____

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

Signature : _____

Date (AAAA-MM-JJ) : _____

Id de l'acheteur - Buyer ID
qcv007

Invitation No – N° de l’invitation
F3065-201461/A
N° de réf. du client - Client Ref. No.
F3065-20-1461

N° de la modif - Amd. No.
File No. - N° du dossier
QCV-0-43246

Id de l'acheteur - Buyer ID
qcv007

ANNEX “H” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- () VISA Acquisition Card;
- () MasterCard Acquisition Card;
- () Direct Deposit (Domestic and International);
- () Electronic Data Interchange (EDI);
- () Wire Transfer (International Only);
- () Large Value Transfer System (LVTS) (Over \$25M)