



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

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

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

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

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**  
Atlantic Region Acquisitions/Région de l'Atlantique  
Acquisitions  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
Halifax  
Nova Scot  
B3J 1T3

<b>Title - Sujet</b> RISO - Marine Chemicals OCIR – Produits chimiques maritime	
<b>Solicitation No. - N° de l'invitation</b> MA021-210070/B	<b>Date</b> 2021-10-07
<b>Client Reference No. - N° de référence du client</b> MA021-210070	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$HAL-405-11373
<b>File No. - N° de dossier</b> HAL-1-87058 (405)	<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> Atlantic Standard Time AST <b>on - le 2021-10-26</b> Heure Normale de l'Atlantique HNA	
<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Kendell, Byron	<b>Buyer Id - Id de l'acheteur</b> hal405
<b>Telephone No. - N° de téléphone</b> (902)497-5345 ( )	<b>FAX No. - N° de FAX</b> (902)496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MARINE ATLANTIC INC. 10 MARINE DRIVE North Sydney Nova Scotia B2A 0B9 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 Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	<b>Facsimile No. - N° de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **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:

- Annex A: Statement of Work
- Annex B: Basis of Payment
- Annex C: Insurance Requirements
- Annex D: Information for Code of Conduct Certification

### **1.2 Summary**

Marine Atlantic Inc. (MAI) has a requirement for a Standing Offer for the provision a range of chemical treatment products required for shipboard machinery and systems in accordance with the manufacturer's recommendations on board Marine Atlantic Inc. (MAI) fleet of ferries on an "as and when required basis", as detailed at Annex A – Statement of Requirement.

The Standing Offer is for a period of two years from date of award, with two extension periods available. The first extension period is for a period of two years; while the second extension period is one year.

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

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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.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

### **2.2 Submission of Offers**

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

Note: For offerors choosing to submit using epost Connect the email address is:

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

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

### 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to 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.

### 2.4 Applicable Laws

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

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

### 2.5 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.

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## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

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

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

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

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

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

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

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

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

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

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

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

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

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

#### **3.1.1 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 Financial Evaluation**

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

### **4.2 Basis of Selection**

SACC Manual Clause [M0069T](#) (2007-05-25), Basis of Selection

## **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.



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

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

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

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

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

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

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

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

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

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Insurance Requirements - Proof of Availability - Prior to issuance of a Standing Offer**

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.

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## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the 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.

#### 7.4 Term of Standing Offer

##### 7.4.1 Period of the Standing Offer

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

##### 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 **two (2) periods; Period 1 for two (2) years, and Period 2 for one (1) year**, 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 before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

##### 7.4.3 Delivery Points

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

## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Valerie Matheson, Supply Officer  
Nova Scotia Acquisitions Directorate  
Public Services and Procurement Canada  
1713 Bedford Row  
Halifax, Nova Scotia B3J 1T3

Telephone: 902-403-6236  
Facsimile: 902-496-5016  
E-mail address: [Valerie.matheson@pwgsc.gc.ca](mailto:Valerie.matheson@pwgsc.gc.ca)

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

### 7.5.2 Project Authority

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

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

### 7.5.3 Offeror's Representative **(to be completed by bidder)**

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

The Identified User authorized to make call-ups against the Standing Offer is: **Marine Atlantic Inc.**

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## 7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

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

or

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

## 7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$ (completed at award)** (Applicable Taxes included).

## 7.10 Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of **\$ (to be completed at award)** (Harmonized Sales Tax 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 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) Annex A, Statement of Work;
  - e) Annex B, Basis of Payment;
  - f) Annex C, Insurance Requirements;
  - g) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*).

## 7.12 Certifications and Additional Information

### 7.12.1 Compliance

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

### 7.13 Applicable Laws

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

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

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

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

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

## B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### 7.1 Statement of Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

### 7.2 Standard Clauses and Conditions

## 7.2.1 General Conditions

2010A (2020-05-28), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

## 7.3 Term of Contract

### 7.3.1 Period of the Contract

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

### 7.3.2 Delivery Date

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

## 7.4 Payment

### 7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

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

### 7.4.2 Single Payment

H1000C (2008-05-12), Single Payment

### 7.4.3 Electronic Payment of Invoices – Call-up

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

- a. Direct Deposit (Domestic and International);

## 7.5 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

- a. The original to be emailed to: [Invoices@marine-atlantic.ca](mailto:Invoices@marine-atlantic.ca)

## 7.6 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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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.

### **7.7 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.
- (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](#)".

### **7.8 SACC Manual Clauses**

- [B1505C](#) (2016-01-28), Shipment of Dangerous Goods/Hazardous Products
- [B7500C](#) (2006-06-16), Excess goods
- [D3015C](#) (2014-09-25), Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance
- [D5328C](#) (2014-06-26), Inspection and Acceptance

## ANNEX A

### STATEMENT OF REQUIREMENT

#### Summary of Deliverables

Supplier is requested to quote on supplying a range of chemical treatment products required for shipboard machinery and systems, including but not limited to the following:

- Boiler Water Treatment,
- Diesel Cooling Water Treatment,
- Air Cooler Cleaner,
- Carbon Remover,
- Scale Remover,
- General Purpose Degreaser,
- Iron Oxide Remover,
- Centrifugal Purifier Cleaner,
- Other related components

Supplier is to ensure that the products supplied are **OEM** approved for use in the machinery and systems fitted onboard European designed and built RoPax vessels including but not limited to the following equipment types:

- Main Engine - Wärtsila NSD Sulzer 16ZAV40S,
- Auxiliary Engine - MAN B&W 8L28/32H,
- Main Engine - MAN 9L48/60B 9 cylinder,
- Main Engine - Sulzer-Wärtsila 8ZA40S,
- Auxiliary Engine - Mitsubishi S6R2-MPTK,
- Auxiliary Engine - Mitsubishi 16V,
- Clayton Steam Generators EHO 101,
- Aalborg Oil-fired & Exhaust Gas Boilers.

#### Marine Chemicals

- Marine Atlantic reserves the right to add or remove similar products throughout the duration of this contract provided they are relevant to the scope of the contract.
- The supplier is responsible for ensuring all alternate products proposed at Annex B meet or exceed the performance standards and specifications of the item being replaced and will require authorization from both the Fleet Technical and Health, Safety, and Environment Departments. All costs associated with replacing alternate



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chemicals and equipment that do not meet the required standard will be borne by the supplier.

- All newly introduced products not previously used by MAI, will require authorization from both Fleet Technical and Health Safety and Environment Departments.

### **PACKAGING AND DELIVERY**

- All shipping container materials used should be recyclable. The use of non-essential, extraneous materials for aesthetic or other non-functional purposes that do not affect the structural design of the shipping container should be avoided.
- Individual pallets must be stretch or shrink wrapped to stabilize the product and pallets during transit. All stretch or shrink wrap materials used should be recyclable.
- A readable description of the retail product must appear on all products. It must include the following information:
  - a. Description
  - b. Weight (pounds/kilograms)
  - c. Purchase Order / Requisition
  - d. Number of pieces
  - e. Date
  - f. Description
  - g. Weight (pounds/kilograms)
  - h. Purchase Order / Requisition
  - i. Number of pieces
  - j. Date
- Suppliers must ensure that the method of delivery is compatible with MAI's receiving requirements:
  - a. Maximum acceptable truck size is 53'
  - b. Pallets should be 40" x 48" with no overhang on any side or end and a maximum height (including pallet) of 60.75"
  - c. Maximum case weight for shipping containers is 22.7 kg (50 lbs)
- All deliveries must be on Tuesday or Thursday between the hours of 8am and 4pm Atlantic time to Marine Atlantic's warehouse located at 65 Memorial Drive, North Sydney, NS.
- All delivery drivers are required to supply security information before entering the property. The current process is to obtain a copy of the driver's license, however this

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may change in the future and the supplier will be required to adhere to MAI's processes as well as inform any third party delivery companies of the same.

- All products should be unloaded from the trucks by the supplier at MAI's warehouse.
- Upon receipt of an order, the supplier is to acknowledge within 24 hours of receipt, and all items delivered within seven (7) days.

### **Coordinating Work**

MAI - Facility Point of Contact(s)

MAI will appoint an individual to act as the MAI POC. The offeror shall ensure that the supply of all Services is coordinated with the MAI POC or their designate.

Offeror - Facility Point of Contact(s)

The offeror shall appoint a primary point of contact to oversee all activities and act as the single point of contact for all administrative, contractual, and coordination matters related to the Deliverables. They will be responsible for coordinating all work efforts and shall ensure single point accountability for all work performed.

The offeror shall conduct all work during standard business hours. In the event there are operational requirements, there is potential for work to be outside of standard business hours if preapproved by MAI POC.

### **Products**

1. Products will be ordered on an "as and when requested" basis only. MAI offers no guarantee of spend or quantity of orders.
2. The Offeror must deliver all marine chemicals as described in all tables located in Annex "B".
3. The Offeror must provide lead time to deliver goods from receipt of purchase order listed in Annex B, Tables 1, 2, and 3.
4. MAI shall verify delivery shipments. MAI has the right to return Products over shipped.
5. Safety data sheets (SDS) are not required with the submission of an Offer, however, the Award of a Standing Offer is conditional upon receipt of an SDS for each chemical product for which a price has been submitted.
6. All marine chemicals must be approved by the Marine Atlantic Inc. (MAI) Fleet Technical and Health, Safety and Environment departments for use on shipboard equipment.

*End Annex A*

**ANNEX B**

**BASIS OF PAYMENT**

**ANNEX B**

**BASIS OF PAYMENT**

**Regular Hours** are between 0800 to 1700 - Monday to Friday excluding Statutory Holidays.

**Pricing Periods** for this requirement will be:

Initial SO period: 2 years  
1st Optional SO period: 2 years  
2nd Optional SO period: 1 year

All pricing to perform the work as described in the Requirement at Annex A, is to be included and accounted for within the pages of this attachment and is to be submitted as your financial proposal at the time of bid closing. The submitted price will be inclusive of all expenses such as fuel, labour and delivery. Additional costs for these tasks will not be considered.

The Financial Evaluation Total will be used for evaluation purposes only and does not represent a commitment on the part of MAI. Items in Table 1 are currently used by MAI and may be required throughout the term of the agreement. New products may be added by MAI throughout the term of the Standing Offer. Once an initial order is placed for a new product, this product shall be added to the appropriate Tables based on year of agreement.

**Bid Evaluation:**

1. The price of the bid will be evaluated in Canadian dollars, the Goods and Services tax or the Harmonized Sales Tax excluded, FOB destination including Canadian customs duties and excise taxes included.
2. The estimated annual usage figures are for evaluation purposes only and do not infer all quantities for that item will be utilized or that the quantities may not be exceeded.
3. The Offeror **MUST** complete the Price column (A) for all line items in Tables 1 below. **Failure to complete the table in its entirety will result in a bid being deemed non-compliant.** Total price used for evaluation purposes is the total price for all items.
4. The prices per unit will govern in establishing the Total Extended Amount. Any arithmetical errors in this Annex will be corrected by Canada.

**Table 1 – Base Rate – Year 1**

**Marine Chemical Products List**

**Supplier Name:**

MAI Part Number	Item Description	Alternate Product Name	Alternate Product Description	Delivery from Receipt of Order (# of Days)	Pack Size	UoM	Est. Annual Usage	Unit Price	Extended Total (AxB) C
3506014	AMERZINE AMPOULE REFILL 30/BX				30 / Box	Box	90	\$	\$
3506016	BOILER PHOSHATE AMPOULE TEST KIT				1 each	Ea	31	\$	\$
3506018	CWT TITRETS				1 each	Ea	17	\$	\$
3506020	FILTER PAPER 100/BX				100 / Box	Box	19	\$	\$
3506036	AMERZINE AMPOULE TEST KIT				1 each	Ea	1	\$	\$
3506038	HYDRATE ALKALINITY TEST KIT				1 each	Ea	4	\$	\$
3506043	ENVIROCARE VTC 4000 12X1L				12 x 1L case	cs	123	\$	\$
3506044	ENVIROCARE WTE				1 Box	box	8	\$	\$
3506050	SAMPLE PRETREATMENT 50G BTL PCN 0374025				50G Bottle	btl	9	\$	\$

4404703	CHLORIDE BARIUM 10% 500ML BTL						500ML Bottle	btl	3	\$	\$
4404786	GALLIC ACID PCN 0309170						1 Bottle	btl	5	\$	\$
4405163	REFILL PHOSPHATE AMPOULE PCN 1AA0004						1 Each	ea	46	\$	\$
3506001	DREWGARD XTR COOLING WATER TREATMENT						19L Pail	pail	1	\$	\$
3506009	ACTICIDE 14 20L PAIL 0012203						20L Pail	pail	37	\$	\$
3506005	ENVIROCARE CF3000 8740012						Box of 50	box	81	\$	\$
3506007	DREWPLUS L-474 5307401						25L Pail	pail	17	\$	\$
3506062	SULFURIC ACID N/10						1 each	ea	9	\$	\$
3506037	SODIUM HYPOCHLORITE 12.5%						Litre	Litre	437	\$	\$
3506039	DECHLORINATING AGENT DREW 6134						25L Pail	pail	120	\$	\$
3506026	AMERSITE CHZ 25L						25L Pail	pail	1150	\$	\$
3506012	AMEROID DC 25L/PL						25L Pail	pail	108	\$	\$
3506027	DREWPLEX AT 25L PAIL						25L Pail	pail	1355	\$	\$
3506065	DREWPLUS SD-795 (DEFOAMER CONCENTRATE)						25L Pail	pail	24	\$	\$
3506002	LIQUID WT 25L/PL						25L Pail	pail	1550	\$	\$
3506034	ENVIROMATE 2000 25L PCN 5482401						25L Pail	pail	5650	\$	\$

Solicitation No. - N° de l'invitation  
MA021-210070

Amd. No. - N° de la modif.  
002

Buyer ID - Id de l'acheteur  
hal405

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

3506075	DREWFRESH 2000				1 Pail	pail	10	\$	\$
3506051	POTASSIUM CHROMATE				1 bottle	btl	1	\$	\$
3506055	CONDUCTIVITY STANDARD 1413 UMHOS				1 bottle	btl	1	\$	\$
3506056	CONDUCTIVITY STANDARD 84 UMHOS				1 bottle	btl	1	\$	\$
<b>*Total Extended Price – Base Rate – Year 1 \$</b>									

\*Table 1 – Base Rate – Year 1 Total Extended Price will be used for evaluation purposes to determine the winning bidder.

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**Producer Price Index for Chemical and Allied Products (PPI – WPU06) – Year 2, Option Year 3 & 4 and Option Year 5**

The Producer Price Index for Chemical and Allied Products (PPI – WPU06), as promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor, will be applied annually on the Standing Offer anniversary date to the Year 1 Base Unit Prices indicated above in order to establish unit prices for Year 2, Optional Years 3 & 4 and Optional Year 5. The unit rates contained within Table 1 above will be increased or decreased by multiplying the unit prices by the percentage change in the PPI for the 12 month period ending one month prior to the anniversary date of the Standing Offer. The newly established unit rates will take effect upon the Standing Offer Anniversary date and will be promulgated via an official Standing Offer amendment.

The PPI for WPU06 is published by the Bureau of Labor Statistics and is available at the following link:

<https://www.bls.gov/regions/southeast/data/xg-tables/ro4xgppihi.htm>

**PPI Calculation Example:**

Assumptions (for example purposes only):

Standing Offer start date of 1 September, 2019  
Table 1 – Base Rate – Year 1 Unit Price of \$55.25  
Aug '19 PPI – WPU06: 286.5  
Aug '20 PPI – WPU06: 278.6  
Aug '21 PPI – WPU06: 345.3

**Year 2 Calculation:**

**Year 2 Rate Increase** = Aug '20 PPI/Aug '19 PPI \* 100 (278.6/286.5 \* 100) = **97.24%**

**Year 2 Unit Price** = Year 1 Unit Price \* Year 2 Rate Increase (\$55.25 \* 97.24%) = **\$53.73**

**Option Year 1 Calculation:**

**Option Year 1 Rate Increase** = Aug '21 PPI/Aug '20 PPI \* 100 (345.3/278.6 \* 100) = **123.94%**

**Option Year 1 Unit Price** = Year 2 Unit Price \* Option Year 1 Rate Increase (\$53.73 \* 123.94%) = **\$66.59**

*End Annex B*

## ANNEX C

### INSURANCE REQUIREMENTS

#### **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 \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada, as represented by Marine Atlantic Inc., is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.



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- 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 - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- p. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against

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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.

### **Automobile 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 \$5,000,000 per accident or occurrence.
2. The policy must include the following:
  - a. Third Party Liability - \$5,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

*End Annex C*

**ANNEX D**

**INFORMATION FOR CODE OF CONDUCT CERTIFICATION**

***[PLEASE COMPLETE AND SUBMIT WITH BID]***

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

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2. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

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3. For a Joint Venture - the names of all current members of the Joint venture;

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4. For an individual - the full name of the person;

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