

N° de l'invitation - Solicitation No.
EN578-20221/A
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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

- 1.2.1 The Government of Canada (GC) requires marine transportation and related services from the Contractor's facilities in the Montreal Area (or Churchill for Area E (b) - Kivalliq) to the "above high water mark" to sites in Areas A - High Arctic (Including North Baffin); Area B - Foxe Basin; Area C - Iqaluit; Area D - South Baffin; Area E (a) - Kivalliq, Area F - Kitikmeot; Area G - Northern Quebec and Area H - Eureka, as well as between those destinations.

The services are to be provided on an "as and when requested" basis for the duration of the Standing Offer period.

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1.2.2 SACC Manual Clause M3069T 2018-12-06.

This procurement is conditionally limited to Canadian goods and Canadian services.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the goods and services offered are Canadian goods and Canadian services, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the offer will result in the goods and services offered being treated as non-Canadian goods and non-Canadian services.

The Offeror certifies that:

() a minimum of 80 percent of the total price for the offer consist of Canadian goods and Canadian services as defined in paragraph 5 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#), Example 2, of the Supply Manual.

1.2.3 The Request for Standing Offers (RFSO) is to establish National Master Standing Offers (NMSO) for the delivery of the requirement detailed in the RFSO, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

1.2.3.1 Nunavut Land Claims Agreement (NLCA)

This procurement is also subject to the Nunavut Land Claims Agreement (NLCA)

1.2.4 Trade Agreement

The requirement is exempt from the Canadian Free Trade (CFTA) and the Canada-United States-Mexico Agreement (CUSMA)

1.2.5 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7A -Standing Offer, and Part 7B - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

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

1.2.7 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Attachment 3 to part 3 – Certifications and Additional Information, Part 7A -Standing Offer, and Part 7B - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

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1.2.8 Supply Periods

Qualified offerors must ensure that prices and rates remain firm for the duration of each Supply Period as follows:

Supply Period	
From	To
April 1 st	September 30
Oct 1 st	March 31

Should a qualified Offeror choose not to update its prices, rates and services by the Deadline Dates (see below), the rates provided for the previous supply period will be used.

1.2.9 Update of Prices, Rates and Services

Qualified offerors must update their prices, rates and services in accordance with the date schedule shown below, in order to meet the corresponding Supply period. Updates must be sent to the Standing Offer Authority.

Deadline Dates for Data Submission	Supply Period
March 1 st	April 1 st
September 1 st	October 1 st

1.3 Security Requirements

There are no security requirements associated with the requirement of the Standing Offer.

1.4 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.

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1.5 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.

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PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

Delete: 60 days
Insert: 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 for offers closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessomissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

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

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

2.3 Former Public Servant

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

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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: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

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Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

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

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) 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.

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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 Ontario.

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.

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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 (two (2) hard copies)
Section II: Financial Offer (one (1) hard copies) and (one (1) soft copy on CD)
Section III: Certifications (two (2) hard copies)

This Standing Offer solicitation uses Portable Document Format (PDF) technology. To access the PDF form, Offerors must have a PDF reader installed. If Offerors do not already have such a reader, there are several PDF readers available on the Internet. It is recommended to use the latest version of PDF reader to benefit all features of the interactive forms.

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 their offer applicable to both hard and soft copies.

- a. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b. use a numbering system that corresponds to that of the Request for Standing Offers.

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.

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Section I: Technical Offer (Refer to Annex D, Attachment 1 of the Part 3)

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Offerors and present topics in the order of the evaluation criteria under the same headings. To avoid duplication address, Offerors may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

In their management bid, Offerors must describe their capability and experience, the project management team and provide client contact(s).

Section II: Financial Offer (Refer to Annex D, Attachment 2 of the Part 3)

Offerors must submit their financial offer in accordance with the pricing schedule detailed in Attachment 2 to Part 3. For each geographical region offered in its offer. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

3.1.1 Electronic Payment of Invoices - Offer

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

If Annex "D" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Section III: Certifications (Refer to Annex D, Attachment 3 of the Part 3)

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

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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.
- (c) The evaluation team will determine first if there are two or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 3 Technical Criteria

4.1.2 Financial Evaluation

Refer to Attachment 2 to Part 3 Pricing Schedule

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

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes

excluded, FOB destination, Canadian customs duties and excise taxes included.

The Offeror must submit a Proposed Basis of Payment meeting the requirements of this Request for Standing Offer. All information related in any way to prices, rates and services offered, must be submitted in accordance with Attachment 2 to Part 3, Pricing Schedule. This information will not be accepted by any other method.

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4.2 Basis of Selection

The purpose of this Standing offer is to award one standing offer.

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 total evaluated price will be recommended for issuance of a Standing Offer for that area. For this purpose, the areas are as follows: Area A - High Arctic, Area B - Foxe Basin, Area C - Iqaluit; Area D - South Baffin; Area E (a) - Kivalliq from Montreal area, Area E (b) - Kivalliq from Churchill area, Area F – Kitikmeot, Area G - Northern Quebec and Area H – Eureka.

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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 – Required Documentation

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

5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

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

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Offeror must provide the Standing Offer Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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5.2 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.1 Canadian Content Certification

5.2.1.1 Canadian Content Certification - M3055T (2018-12-06)

This procurement is limited to Canadian services.

The Offeror certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

5.2.2 SACC Manual clause A3050T (2020-07-01) Canadian Content Definition

Canadian good: A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the *Canada-United States-Mexico Agreement (CUSMA)* Rules of Origin. For the purposes of this determination, the reference in the CUSMA Rules of Origin to "territory of one or more of the Parties" is to be replaced with "Canada". (Consult [Section 3.130](#) and [Annex 3.6](#) of the Supply Manual for further information.)

Canadian service: A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.

Variety of goods: When requirements consist of more than one good, one of the two methods below is applied:

aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or,

item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.

Variety of services: For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.

Mix of goods and services: When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above).

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For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#), Example 2, of the Supply Manual.

Other Canadian goods and services: Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

5.2.3 Status and Availability of Resources M3020T (2016-01-28)

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

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

5.2.4 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the offeror warrants that every individual proposed by the offeror for the requirement is capable of performing the Work described in the resulting contract.

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PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There are no security requirements associated with this requirement of the Standing Offer.

6.2 Financial Capability - M9033T (2011-05-16)

6.2.1. Financial Capability Requirement: The Offeror must have the financial capability to fulfill this requirement. To determine the Offeror's financial capability, the Standing Offer Authority may, by written notice to the Offeror, require the submission of some or all of the financial information detailed below during the evaluation of offers. The Offeror must provide the following information to the Standing Offer Authority within fifteen (15) working days of the request or as specified by the Standing Offer Authority in the notice:

Audited financial statements, if available, or the unaudited financial statements (prepared by the Offeror's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Offeror's last three fiscal years, or for the years that the Offeror has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).

If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Standing Offer Authority, the Offeror must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Standing Offer Authority requests this information.

If the Offeror has not been in business for at least one full fiscal year, the following must be provided:

the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and

the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Standing Offer Authority requests this information.

A certification from the Chief Financial Officer or an authorized signing officer of the Offeror that the financial information provided is complete and accurate.

A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Offeror outlining the total of lines of credit granted to the Offeror and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Standing Offer Authority requests this information.

If the Offeror is a joint venture, the financial information required by the Standing Offer Authority must be provided by each member of the joint venture

6.2.2. If the Offeror is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Standing Offer Authority must be provided by the ultimate parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial

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information of the Offeror, and the financial capability of a parent cannot be substituted for the financial capability of the Offeror itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.

6.2.3. Financial Information Already Provided to PWGSC: The Offeror is not required to resubmit any financial information requested by the Standing Offer Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:

the Offeror identifies to the Standing Offer Authority in writing the specific information that is on file and the requirement for which this information was provided; and

the Offeror authorizes the use of the information for this requirement.

It is the Offeror's responsibility to confirm with the Standing Offer Authority that this information is still on file with PWGSC.

6.2.4. Other Information: Canada reserves the right to request from the Offeror any other information that Canada requires to conduct a complete financial capability assessment of the Offeror.

6.2.5. Confidentiality: If the Offeror provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the [Access to Information Act](#), R.S., 1985, c. A-1, Section 20(1) (b) and (c).

6.2.6. Security: In determining the Offeror's financial capability to fulfill this requirement, Canada may consider any security the Offeror is capable of providing, at the Offeror's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

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

6.3 Insurance Requirements - M9015T (2016-01-28)

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 "J".

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

7A. STANDING OFFER

7A.1 Offer

7A.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

7A.2 Security Requirements

7A.2.1 There is no security requirement applicable to the Standing Offer.

7A.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.

7A.3.1 General Conditions

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

7A.4 Term of Standing Offer

7A.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from April 1, 2022 to March 31, 2027 inclusive.

7A.4.2 Extension of Standing Offer- M9014C (2008-05-12)

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 2 period, from April 1, 2027 to March 31, 2028 and April 1, 2028 to March 31, 2029 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 thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7A.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

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7A.5 Authorities

7A.5.1 Standing Offer Authority

The Standing Offer Authority is:

(To be advised upon issuance of the Standing Offer)

Name: _____
Title: _____
Public Works and Government Services Canada
Acquisitions Branch
Directorate: _____
Address: _____

Telephone: ____-____-____
Facsimile: ____-____-____
E-mail address: _____

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.

7A.5.2 Project Authority

The Project Authority for the Standing Offer is:

(To be advised upon issuance of the Standing Offer)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-____
Facsimile: ____-____-____
E-mail address: _____

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

7A.5.3 Offeror's Representative

The Project Authority for the Standing Offer is:

(To be advised upon issuance of the Standing Offer)

Name: _____
Title: _____
Organization: _____

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Address: _____

Telephone: _____ - _____ - _____

Facsimile: _____ - _____ - _____

E-mail address: _____

7A.6 Proactive Disclosure of Contracts with Former Public Servants - A3025C (2020-05-04)

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.

7A.7 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S.C., 1985, c. F-11.

7A.7.1 Authority to Call-up Services

In all instances, the Identified User is responsible for ensuring that all information identified (a through e) is provided to the standing offer authority to initiate the call-up service:

- a. sufficient funds are available for the services called up;
- b. the maximum value for individual call-ups made pursuant to the Standing Offer is not exceeded;
- c. the services received are as specified in the Standing Offer; and
- d. the invoiced rates are in accordance with the Standing Offer.
- e. the service period does not exceed call-up duration limits.
- f. Review security requirements and if it is determined that the work associated to this call-up requires a higher level than currently provided in the standing-offer, the department

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7A.8 On-going Opportunity for Qualification and Rate Adjustment

7A.8.1 Deadline Date for Submitting New Offer

New Offers must be submitted by the date shown below, in order to meet the corresponding Supply Period as stated in section 7A.8.3

New Offers submitted after the following Deadline Date will be considered for the next Supply Period as stated in section 7A.8.3

New Offers must be submitted to Public Services and Procurement Canada (PSPC) Bid Receiving Unit as per section 2.2 Submission of Offers.

Prequalified suppliers who already hold Standing Offers will not be required to submit new Offers unless they wish to bid on new geographic regions.

Dates for new offer submission and rate publishing

Deadline Date for New Offer Submission	Supply Period
March 1 st	April 1 st
December 1 st	September 1 st

7A.8.2 Deadline Date for Submitting Updates of Rates

Proposed rates must remain firm for one Supply Period. Suppliers' rates must be updated on the date shown below, in order to meet the corresponding Supply period as stated in section 7A.7.3. Updates are to be sent to the Standing Offer Authority.

Should a Supplier choose not to update its rates by the Deadline Date identified in the table below, the rates provided for the previous supply period will be used.

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Date for data submission

Deadline Date for Data Submission	Supply Period
March 1 st	April 1 st
December 1 st	September 1 st

7A.8.3 Supply Period

Suppliers' rates must remain firm for the duration of 6-month Supply Period as follows:

Supply Period Date

Supply Period Date From	Supply Period Date To
April 1 st	September 30 th
October 1 st	March 31 st

Suspension, cancellation or deletion of a supplier from the list of suppliers will not relieve the Supplier from completing any contract(s) which may be in place at the time of the removal.

7A.8.4 Changes/Additions to the Terms and Conditions

Any changes/additions to NMSO)Terms and Conditions will be included in the RFSO posted twice a year on the the Government Electronic Tendering Service (GETS).

Should a Supplier disagree with any changes/additions to the NMSO Terms and Conditions, the Supplier has the option of withdrawing its Standing Offer in accordance with the provisions of "08 Withdrawal by Supplier", as set out in SACC Manual clause 2020 (2017-09-21), General Conditions - Standing Offer - Goods or Services.

Should the Supplier not advise the Standing Offer Authority of the proposed withdrawal, all changes/additions to NMSO Terms and Conditions will be deemed as parts of the new version of the RFSO.

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7A.9 Call-up Procedures

7A.9.1 Right of First Refusal call-up process

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately. The resulting call-ups are considered competitive and the competitive call-up authorities can be used.

7A.9.2 Directed Method for Requirements of \$40,000.00 or below

For call-ups estimated at or below \$40,000.00 CDN (applicable taxes and any amendments included), Identified Users may direct the call-up to any of the qualified Offerors in the National Master Standing Offer for Services, in accordance with the *Government Contracts Regulations*.

Offeror must provide sailing schedule at time of call-up signature.

7A.10 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)
3. An equivalent form or electronic call-up document could be used, 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
 - details of data deliverables and shipping/contact information
 - confirmation that the funds are available under section 32 of the *Financial Administration Act*,

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- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7A.11 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$200,000.00 (Applicable Taxes included).

7A.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 [2010B \(2018-06-21\) General Conditions - Professional Services \(Medium Complexity\)](#);
- (e) Annex A, Statement of Work including Schedules A, B, C and D;
- (f) Annex B, Basis of Payment;
- (g) Annex C, the Booking Form
- (h) the Offeror's offer dated _____

7A.13 Defence Contract

SACC *Manual* clause [A9006C](#) (2012-07-16) Defence Contract

The Contract is a defence contract within the meaning of the *Defence Production Act*, R.S.C. 1985, c. D-1, and must be governed accordingly.

Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the *Defence Production Act*.

7A.14 Vessel Condition

The Contractor warrants, that the vessel provided to Canada is mechanically sound, completely seaworthy, equipped with readily accessible lifesaving equipment, will be adequately manned and in full compliance with the Canada Shipping Act, S.C. 2001, c.26.

7A.15 Anticipated Tonnage

The information is provided to the Offeror(s) for information purposes only and the Minister gives no warranty or representation whatsoever as to the accuracy or reliability of this information whether it is used for purposes of submitting a bid/tender or whether it is used for carrying out the work.

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The successful Offeror will be provided with a final tonnage listing no later than June 20th of each year of the contract, which date shall be referred to as "Declaration Date".

The Successful Offeror will be required to carry all cargo destined to the area awarded up to the time of the final tonnage listing, guaranteed on Declaration Day, and space permitting, all cargo which the Department may have from the date of the final tonnage listing, guaranteed on Declaration Day, up to the date of sailing. If space remains available, the Department's cargo will take precedence over private cargo, in accordance with section 4.0 Supplier Capacity and Deliverables item 4.7 Contractor's Obligations, of Annex "A", Statement of Work.

7A.16 Prices

The prices quoted in the bid submission, shall apply to all Sea lift cargo carried, including the final tonnage listing guaranteed on Declaration Day, and also any cargo carried on a space available basis.

The Offeror(s) agrees that the rates quoted to PWGSC will be the lowest price applied to like cargo belonging to other shippers, unless another agreement is authorized by the Contracting Authority, for cargo loaded on board the same vessel(s) carrying the Departments cargo to the ports listed in this tender. In the event that a lower rate is made available, all Sea lift cargo will be invoiced by the Contractor at this lower rate.

7A.17 Hague – Visby Rules

It is understood and agreed that the Hague-Visby Rules do not apply to this agreement.

7A.18 Seaworthiness

The Carrier shall be bound before and at the beginning of the voyage to exercise due diligence to:

- Make the ship seaworthy;
- Properly man, equip and supply the ship(s);
- Make the holds, refrigerated and cold chambers and all other parts of the ship(s) in which goods are carried, fit and safe for their reception, carriage and preservation.

7A.19 Load, Stow, etc.

The Contractor shall properly and carefully load, handle stow, carry, keep, care for and discharge the goods carried.

7A.20 Dispute Regarding Interpretation

In the vent of a dispute arising between the Contractor and Canada in regard to the Interpretation of these Presents, the matter shall in the first instance be referred to the Minister for a ruling.

7A.21 Departmental Schedules

7A.21.1 Area A - High Arctic

The latest delivery date for the area is (date in September TBD) of each year of the contract. This date must be taken into account when submitting a bid with the **EXCEPTION OF NANISIVIK, NUNAVUT WHICH MUST BE DELIVERED NO LATER THAN (1 in AUGUST TBD) of each year of the contract.** Nanisivik cargo contains transshipment cargo for Eureka and Kugaaruk.

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7A.21.2 Area B - Foxe Basin

The latest delivery date for the area is *(date in [September TBD with contractor](#))* of each year of the contract. This date must be taken into account when submitting an offer.

7A.21.3 Area C - Iqaluit

The latest delivery date for the area is *(date in [October TBD with contractor](#))* of each year of the contract. This date must be taken into account when submitting an offer.

7A.21.4 Area D - South Baffin

The latest delivery date for the area is *(date in [September TBD with contractor](#))* of each year of the contract. This date must be taken into account when submitting an offer.

7A.21.5 Area E (a) Kivalliq via Montreal

The latest delivery date for the area is *(date in [September TBD with contractor](#))* of each year of the contract. This date must be taken into account when submitting an offer.

7A.21.6 Area E (b) Kivalliq via Churchill

The latest delivery date for the area is *(date in [September TBD with contractor](#))* of each year of the contract. This date must be taken into account when submitting an offer.

7A.21.7 Area F Kitikmeot

The latest delivery date for the area is *(date in [September TBD with contractor](#))* of each year of the contract. This date must be taken into account when submitting an offer.

7A.21.8 Area H Eureka

The latest delivery date for the area is *(date in [September TBD with contractor](#))* of each year of the contract. This date must be taken into account when submitting an offer.

7A.21.9 The point of receiving sea lift cargo will be the successful offeror's facilities (contractor's facilities) located in the Montreal and Churchill Area. For the purposes of this RFSO, the "Montreal Area" means the Greater Montreal Area, which will include Côte Ste Catherine and Valleyfield. The Contractor's facilities are subject to inspection and acceptance by the Contracting Authority and/or its authorized representative. Any subsequent handling of goods, at or from, the Contractor's facilities to the Contractor's port of loading will be at the cost of the Contractor who will also assume all required liability and insurance coverage.

7A.22 Immersion Suits

It is a condition of this Agreement that the Contractor shall equip each ship employed in the execution of the work of this Agreement, with one Canadian Coast Guard approved immersion suit, one for each approved berth.

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7A.23 Records to be kept

The Contractor shall not, without the prior written consent of the Minister, dispose of any such accounts, records, invoices, receipts or vouchers until the expiration of 6 years after final payment under this Contract, or until the settlement of all outstanding claims and disputes, whichever is later.

7A.24 Loss or Damages of Goods

7A.24.1 In those instances where the services are provided by ships, other than tugs and barges, if the Contracting Authority, Supplier or Shipper does not declare a value of a package or unit prior to the departure of the ship(s), the Contractor or the ship shall only be liable up to the amount of **\$500.00 Canadian Dollars** per package or unit, for any loss or damage to, or in connection with the goods carried. However, if the Contracting Authority, Supplier or Shipper does declare a value on the goods shipped, prior to the departure of the ship(s), the Contractor shall be liable for any loss or damages to, or in connection with the goods shipped, up to the amount of the declared value. A Certificate of Insurance shall be deposited, upon request, with the Contracting Authority;

7A.24.2 In those instances where the services are provided by tugs and barges, all cargo loaded on the barge shall be insured by the Contractor for all risks. Each policy shall contain a 30 day cancellation clause and the insurance company shall notify Canada of such cancellation. A certificate of insurance shall be deposited, upon request, with the Contracting Authority or its authorized representative prior to the receiving of cargo at the Contractor's warehouse.

7A.24.3 In the case of any actual or apprehended loss or damage, the Contractor and the cargo receiver shall provide reasonable access for the inspecting and the tallying of the goods;

7A.24.4 Prompt notices of loss or damage and the general nature of such loss or damage shall be given in writing or by e mail to the Contractor by Canada, the Shipper or Consignee within thirty days from the time of delivery of sea lift cargo to above high water mark.

7A.24.5 The Contractor and the ship shall be discharged from any liability of any nature whatsoever in respect of loss or damage unless an action to collect such claim is instituted within one year from the last notice to the Contractor from Canada requiring payment of such claim.

7A.24.6 In the case of retrograde cargo, the same provisions for notice of loss and time for suit shall apply with the time for notice of loss or suit commencing to run from the date of final discharge or from the date when the cargo should have been so discharged.

7A.25 Certifications and Additional Information

7A.25.1 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.

7A.25.2 Federal Contractors Program for Employment Equity - Setting aside

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The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

7A.26 SACC Manual Clauses- M3060C (2008-05-12)

7A.26.1 The Offeror warrants that the certification of Canadian Content submitted by the Offeror is accurate and complete, and that the goods, services or both to be provided under any call-ups against the Standing Offer are in accordance with the definition contained in clause [A3050T](#).

7A.26.2 The Offeror must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Offeror must not, without obtaining before the written consent of the Standing Offer Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under any contract resulting from the Standing Offer, or until settlement of all outstanding claims and disputes under the Standing Offer, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Offeror must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.

7A.26.3 Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant any contract resulting from the Standing Offer.

7A.26.4 Status and Availability of Resources

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 is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

7A.27 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 Ontario.

7A.28 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.

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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.

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7B. 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.

7B.1 Statement of Work

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

7B.2 Standard Clauses and Conditions

7B.2.1 General Conditions

General conditions [2010B \(2018-06-21\) General Conditions - Professional Services \(Medium Complexity\)](#) apply to and form part of the Contract.

Section 15 Interest on Overdue Accounts, of [2010B \(2018-06-21\) General Conditions - Professional Services \(Medium Complexity\)](#) will not apply to payments made by credit cards.

7B.3 Term of Contract

7B.3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer. The Standing Offer(SO) is valid from April 1, 2022 till March 31, 2027.

7B.3.2 Delivery Date

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

7B.4 Proactive Disclosure of Contracts with Former Public Servants – A3025C (2020-05-04)

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.

7B.5 Payment

7B.5.1 Basis of Payment

7B.5.1.1 In consideration of the Contractor satisfactorily completing all of its obligations, the Contractor will be paid in accordance with the Basis of Payment as set out in Annex "B".

7B.5.2 For subsequent years (beyond the initial first year and including options):

The Contractor will be paid firm prices as indicated above for the first year, adjusted annually during the

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refresh period.

7B.5.1.1 Price Certification - Canadian-based Suppliers (other than agency and resale outlets) C0002T - 2010-01-11

The Bidder certifies that the price proposed

- a. is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
- b. does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity; and
- c. does not include any provision for discounts to selling agents.

7B.5.2 Limitation of Price

SACC *Manual* clause [C6000C](#) (2017-08-17) 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.

7B.5.3 Electronic Payment of Invoices – Call-up

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

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

7B.6 Invoicing Instructions

Invoices must be submitted in the Contractor's name. The Contractor must submit invoices on a monthly basis for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.

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7B.6.1 Invoices must show:

- (a) the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
- (b) details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
- (c) deduction for holdback, if applicable;
- (d) the extension of the totals, if applicable; and
- (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

7B.6.2 If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.

7B.6.3 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

7B.7 Insurance Requirements

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

7B.8 SACC Manual Clauses

[A3000C \(2014-11-27\) Aboriginal Business Certification](#)

7B.8.1 The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in [Annex 9.4](#) of the *Supply Manual*.

7B.8.2 The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under

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the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.

7B.8.3 Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

7B.9 Comprehensive Land Claim Agreement (CLCA)

If services are to be provided within an area in which a CLCA exists, then the Service Provider and its subcontractors must be familiar and comply with the regulatory regimes and policies of the various jurisdictions with respect to such matters as environmental management, land use, land occupancy, water use, waste handling and disposal, fuel handling and storage, archaeological and wildlife resources, and the general practices of "doing business" in the North. It shall be the responsibility of the Service Provider to determine the detailed requirements and any associated costs must be included in Offer prices.

The Service Provider will agree to where possible:

- employ people who are beneficiaries of a CLCA,
- engage, as subcontractors, firms who are beneficiaries of a CLCA,
- purchase supplies from firms who are beneficiaries of a CLCA,
- rent equipment from firms who are beneficiaries of a CLCA.

7B.10 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7B.11 Dispute Resolution

7B.11.1 The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

7B.11.2 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.

7B.11.3 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.

7B.11.4 Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

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7B.12 Examination of Contractor's Capability

The Contractor agrees that, representatives of Canada may conduct, at their discretion, a survey of its facilities, to determine the technical capabilities for performance of the Work described herein. The Contractor hereby agrees to make its facilities, including its resources and documentation, available for this purpose.

7B.13 Site Regulations

The Contractor undertakes and agrees to comply with all standing orders or other regulations, in force on the site where the Work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fire.

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ANNEX A

STATEMENT OF WORK

1.0 TITLE

Marine Transportation and Related Services

2.0 OBJECTIVE

WHEREAS CANADA requires the receiving, including the unloading of supplier's vehicles or conveyances, the warehousing, the loading of vessels and the transportation and delivery of material from the Contractor's facilities in the Montreal Area (or Churchill for Area E (b) - Kivalliq) to the "above high water mark" to sites in Areas A - High Arctic (Including North Baffin); Area B - Foxe Basin; Area C - Iqaluit; Area D - South Baffin; Area E (a) - Kivalliq, Area F - Kitikmeot; Area G - Northern Quebec and Area H - Eureka, and the receiving, loading water transportation and delivery of retrograde cargo from said sites, and the receiving, loading, water transportation and delivery of lateral cargo, if applicable; ("service") The Parties covenant and agree as follows:

3.0 DEFINITIONS

In this Agreement:

- 3.1 "Coordinator"** means the Contracting Authority under this Contract, acting either directly or through his duly authorized representative;
- 3.2 "Declared Cargo"** means all the cargo, the tonnage of which is declared on Declaration Day, and for which Canada guarantees to the Contractor, the delivery of ninety per cent (**90%**) of this tonnage on the day of sailing.
- 3.3 "Declaration Day"** means the day on which Canada guarantees a tonnage of Sea lift cargo intended to be delivered to the sites agreed upon under this Agreement. **Declaration Day shall be June 20th of each year of the contract.**
- 3.4 "Minister"** means the Minister of Public Works and Government Services Canada;
- 3.5 "Lateral Cargo"** means personal effects, building materials, equipment, vehicles, **205L** drums, acetylene, oxygen or gas cylinders, etc., to be carried from one site to another site agreed upon under this Agreement.
- 3.6 "Retrograde Cargo"** means personal effects, scrap metal, used equipment, empty **205L** drums, acetylene, oxygen or gas cylinders, etc., to be brought back (southbound) from certain sites agreed upon under this Agreement.
- 3.7 "Revenue Ton"** means **1,000** kilograms (kg) or **2.5** cubic meters (m³) based on weight or measurement whichever produces the greater revenue for the Contractor.
- 3.8 "Sea lift Cargo"** means any of the material, supplies, equipment delivered by Canada to the Contractor's care, custody and control to be delivered to the sites agreed upon under this Agreement.
- 3.9 "Vessel"** means any vessel self-propelled by machinery and includes Barges.

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3.10 "Space Available" means fifty percent (50%) of the balance of the space available under and on deck after deduction from the total cargo capacity of the ship, of the volume of the declared sea lift cargo and broken stowage and the Contractor's offloading equipment.

3.11 "Tackle" means tackle, machinery, gear, apparatus and appliances used on board a steamship for the loading and unloading thereof.

3.12 "Load Ready" means the date in accordance with the contracted Load Ready date when the vessel must be on the berth at the port of loading or ready to Load.

3.13 "Dead Freight" means 90% of the quantity by weight of the Department's declared cargo minus the quantity of cargo shipped by weight including any space available cargo on the date of sailing. Such dead freight is payable by the Department on a weight basis at 80% of the Northbound Rate.

3.14 "Recyclable Materials" means clean glass bottles, aluminum pop and beer cans, prewashed food tins, and paper (e.g.: bond, newsprint) to be returned in palletized open crates or metal containers from certain sites agreed upon under this Agreement.

3.15 "Metal Containers" means I.S.O. Standard type containers measuring up to 6.71 m (20 feet).

3.16 "Contractor's Facilities" means the premises of the Contractor located in the Montreal Area and Churchill, which will include Côte Ste Catherine, Valleyfield and Churchill, where the cargo will be received for warehousing.

3.17 "Contractor's Port of Loading" means any Canadian Port in the Montreal and Churchill Area, which will include the Port of Côte Ste. Catherine, the Port of Valley field and the Port of Churchill, declared by the Contractor as the port of loading for loading of sea lift cargo on board Sea lift vessels.

3.18 "Montreal Area" means any port located in the Greater Montreal area which will include Côte Ste. Catherine and Valleyfield.

3.19 "Vehicles: Cars, Pick-up Trucks and Passenger Vans" means Cars, Pick-up Trucks, and Passenger Vans to be brought back from certain sites agreed upon under this Agreement.

4.0 SUPPLIER CAPACITY and DELIVERABLES

4.1 The Contractor shall carry to the area awarded, all cargo, the tonnage of which is guaranteed on Declaration Day, and on a space available basis, all cargo which Canada may add from Declaration Day to the day of sailing.

4.2 The Contractor shall provide warehouse space and all appropriate facilities at the Contractor's facilities for the receiving, the discharging of suppliers' vehicles or conveyances and the storing of sea lift cargo delivered by Canada to the Contractor's care, custody and control, prior to the Contractor's unloading of such material, supplies and equipment at the Offeror /Contractor's port of loading for sea transportation to sites in the Eastern Arctic. Any subsequent handling of sea lift cargo at or from the contractor's facilities to the Contractor's port of loading shall be at the cost of the Contractor who shall also assume all required liability and insurance coverage.

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- 4.3** The Contractor shall provide the list of documentation as well as procedures required to initiate a transportation service, no later than 90 days before planned departure.

The Contractor shall provide the ship, or ships, of Canadian Registry and Canadian manned of capacity and seaworthiness satisfactory to the Board of Steamship Inspection to transport and deliver sea lift cargo from the Port of loading to certain sites in Areas A - High Arctic (Including North Baffin); Area B - Foxe Basin; Area C - Iqaluit; Area D - South Baffin; Area E - Kivalliq, Area F - Kitikmeot, Area G - Northern Quebec; Area H Eureka and return to Contractor's facilities all in accordance with and as more particularly set forth in **Schedule "B"**, entitled "**Conditions of Sea Transportation and Delivery**", forming part hereof; Ships will be accepted in accordance with the **Regulations of the Inspection of Classed Ships** under the *Canada Shipping Act, 2001 – S.C. 2001, c.26*.

- 4.4** The Contractor shall receive, load, transport and deliver F.O.B. Contractor's facilities in the Montreal Area and Churchill such retrograde cargo from sites in Areas A - High Arctic (Including North Baffin); Area B - Foxe Basin; Area C - Iqaluit; Area D - South Baffin; Area E - Kivalliq, Area F - Kitikmeot, Area G - Northern Quebec and Area H Eureka all in accordance with and as more particularly set forth in **Schedule "C"** entitled "**Retrograde Cargo**";
- 4.5** The Contractor shall receive, load transport and deliver such lateral cargo between sites as may be required by the Contracting Authority/Identified Users all in accordance with and more particularly set forth in **Schedule "D"** entitled "**Lateral Cargo**".
- 4.6** The delivery of sea lift cargo to the "above high water mark" at sites shall be in accordance with **Annex "B"** - Basis of Payment and must be evidenced by copies of receipts signed by the Consignee or his representative.
- 4.7** The Contractor shall ensure Canada that **space available** on the ship is kept at Canada's disposal for any additional sea lift cargo up to the date of sailing.
- 4.8** The Contractor shall give priority to sea lift cargo for loading and offloading over any other cargo that may be carried onboard the ship. The Contracting Authority may authorize changes in the order of priority for the loading and offloading.
- 4.9** Whenever the Contractor takes the measurements of any cargo to be loaded, the Contractor shall record these measurements on the forms provided by the Contracting authority/coordinator and forthwith submit them for verification to a representative of Canada together with the appropriate dock receipts.
- 4.10** The Contractor shall allow a representative of Canada to verify at any time, the measurements of any cargo carried on a measurement basis and shall take the necessary steps to make such cargo accessible.
- 4.11** Any discrepancy found by a representative of Canada between the actual measurements of the cargo to be loaded and the measurements shown on the delivery bill from the shipper for such cargo or the measurements taken by the Contractor shall be recorded on the ship's manifest...
- 4.12** The Contractor, or his representative, shall stamp on each delivery bill the date and time of arrival at and departure from the Contractor's facilities, of each vehicle delivering goods to be shipped under this contract.

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- 4.13** On receipt of goods at the Contractor's facilities, the Contractor shall immediately inform both the carrier delivering the goods and the Contracting Authority of his intent to refuse these goods.
- 4.14** The Contractor shall provide a representative of Canada with a copy of the delivery documents, within forty eight (48) hours of the receipt of the goods.
- 4.15** The Contractor must notify the Contracting Authority in writing of any loss/damage to the cargo while in his possession.
- 4.16** The schedule proposed by the Contractor with his bid submission, is subject to acceptance by the Contracting Authority. Once the schedule has been accepted by the Contracting Authority, it shall form part of this Agreement as Annex "F" attached hereto. Any alternate arrangement subsequent to the approval of the initial schedule by the Contracting authority shall be subject to the written approval of the Contracting Authority. Should a request for an amendment be denied, the Contractor shall not deviate from the approved schedule or any approved amendment, in writing, thereto. Any non-approved deviation shall constitute default by the Contractor.

5.0 RECYCLABLE MATERIALS

Recyclable materials will consist of clean glass bottles, aluminum pop and beer cans, prewashed food tins and paper (bond and newsprint). Materials will be delivered in palletized open top crates or metal containers.

6.0 INSTRUCTIONS TO THE IDENTIFIED USERS (SHIPPER)

Identified Users (Shipper) must use Annex "C", Booking Form for their Sea Lift bookings and will be responsible for sending all their Booking Forms directly to the Sea Lift contractors in accordance with the following instructions:

- Each Identified Users' department/agency will audit and pay directly the transportation charges to the marine transportation contractor while providing accurate invoicing information & instructions on the Booking Form and providing information to the contractor to ensure payment settlement is completed.
- Sea Lift companies will be assigning a Booking Number to each form.
- Departments should label their shipments with the Booking Number assigned by the sealift company.

The cost of delivering cargo from "above high water mark" is not included in the freight rates, therefore, each consignee requiring such services must make the necessary arrangements locally and be responsible for the payment of all expenses incurred. The receiver of the cargo at destination is encouraged to examine his cargo thoroughly to determine if there is any apparent damage to the cargo. If so, the marine carrier's representative should be informed immediately and details of the damage noted on the delivery receipt/manifest.

Marshalling and packaging will be the responsibility of each shipper.

All Invoices will be audited and paid by each departments and agencies as indicated under Invoicing Instruction on ANNEX "C", Booking Form. Each department/agency will audit and pay directly the transportation charges to the marine transportation company.

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In the case of claim issues, claim settlements will be the responsibility of each shipper. PWGSC will act as an agent in claim disputes only.

Contracted rates include receiving, loading into vessel and delivery to "above high water mark." All cargo booked up to **June 7** will be considered confirmed at the rates quoted. Cargo booked after that date will be accepted on a "space available basis."

Non-negotiable Booking Process

Completion of non-negotiable Booking Forms is confirmation by the shipper that their listed cargo will be shipped with the Eastern Arctic Sea lift. It is recommended that all tonnages shown on the non-negotiable Booking Form be as accurate as possible, otherwise tonnages booked and not shipped shall be subject to **dead freight** charges, unless replacement cargo can be generated.

Commented [ALS1]: There's mention of dead freight here

The Shipper shall complete all requested information on the non-negotiable Booking Form, one set for each port, which is to include the weight in kilograms and dimensions in meters, each sailing must have a separate official **Booking Form signed and returned by email** on or **before June 7** to the marine transportation company.

A revised booking form is required should it become necessary to amend the booking previously submitted. A change by e-mail, fax will be accepted. A revised cargo booking form must follow all such changes.

IMPORTANT NOTE: FOR THE TRANSPORTATION OF DANGEROUS GOODS.

Please Call the marine transportation company to be advised when cargo must be physically received before they start loading the vessel.

The following Schedules are in conjunction with the Statement of Work:

Schedule "A"
Schedule "B"
Schedule "C"
Schedule "D"

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SCHEDULE "A"

1.0 MATERIAL FOR SHIPMENT

- 1.1 Canada expects to have the tonnages of material for transportation by sea, during the sea lift operation, during the duration of this Agreement, from the Contractor's port of loading to the sites in the Eastern Arctic as per Annex "C" - Anticipated Tonnage to this Schedule.
- 1.2 Cargo figures are in metric tons.

2.0 ACCEPTANCE, CUSTODY AND DELIVERY OF CARGO

- 2.1 The Contractor shall start accepting delivery of sea lift cargo at the Contractors facilities in the Montreal area commencing May 06, in each year during the duration of this Agreement for Areas A - High Arctic (Including North Baffin); Area B - Foxe Basin; Area C - Iqaluit; Area D - South Baffin; Area E - Kivalliq, Area F - Kitikmeot and Area G - Northern Quebec, or such earlier or later date as may be mutually agreed upon. The Contractor shall start accepting delivery of sea lift cargo at the Contractors facilities in Churchill commencing May 06, in each year during the currency of this Agreement for Areas E - Kivalliq, or such earlier or later date as may be mutually agreed upon. However, the loading of dangerous goods or explosives shall be done at ports where such a loading is authorized. The discharge of dangerous goods or explosives shall be carried out in accordance with the regulations for the discharge of such goods in force at the port of delivery. The Department of Public Works and Government Services Canada shall not be liable for any costs incurred by the Contractor as a result of the loading or discharging of dangerous goods or explosives.
- 2.2 The Contractor shall be liable for the loss or damage of sea lift cargo while in his possession up to the value declared prior to the departure of the contractor's ship(s), except for causes beyond his control.
- 2.3 The Contractor shall provide a competent checker to:
- 2.3.1 Ensure that all sea lift cargo destined to the sites is delivered to consignees as indicated on the ship's manifest and avoid the over carriage of cargo.
 - 2.3.2 Obtain receipts from consignees,
 - 2.3.3 Annotate the ship's manifest to indicate any discrepancies or damage to sea lift cargo.
- 2.4 The ship(s) shall be at the contractor's port of loading, ready to accept cargo for designated areas as per **Annex "F"** Proposed Schedule which shall be subject to acceptance by the Contracting Authority.
- 2.5 The latest delivery date for the identified areas is: refer to clause **7A.22 Departmental Schedule**.

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SCHEDULE "B"

1.0 CONDITIONS OF SEA TRANSPORTATION AND DELIVERY

- 1.1 A minimum of one free berth and meals shall be supplied on each ship to employees of the Department of Public Works and Government Services Canada or their duly authorized representatives, or employees of other government departments or agencies associated with the Sea lift operation, who may accompany the ship to, from and between sites, mainly for the purpose of liaison with field officers and to examine any material which may be damaged in the Process.
- 1.2 Northern residents hired to assist in the operation must be paid by the Master of the ship before departure.
- 1.3 The Contractor shall, at no extra cost, provide clean, suitable office accommodation with a locking door during business hours (8:30 am to 5:00 pm, Monday to Friday); provide a telephone line, a business class facsimile machine, and photocopy privileges at dockside for a representative of the Department of Public Works and Government Services Canada. The accommodations will be available to the Department commencing May 6th of each upcoming season.
- 1.4 The Contractor shall supply at his own expense any material that may be required for stowing cargo onboard supply ship(s) or any material to be used for unitizing cargo.
- 1.5 The Contractor shall give the Contract Authority and the Hamlet/Municipality at the next port of call at least **48** hours advance notice of arrival. The ship may immediately commence discharging sea lift cargo designated for such port above high water mark or designated areas. The Contractor may discharge the sea lift cargo continuously Sundays and holidays included at all hours by day or by night as the Contractor may determine and such discharge above the said high water mark or designated areas shall constitute delivery of that cargo referred to in Annex "A" - Statement of Work, article 2.0 **Contractor's Obligations.**
- 1.6 The Contractor shall submit his invoices to the Identified Users as indicated on Annex "C", Booking Form under invoicing instructions, within four working days of final loading for Northern sites.
- 1.7 The Contractor will prepare a clear and concise shipping receipt marked "Receipt nonnegotiable", ship's manifest, recapitulation sheets, dock receipt, waybill, and stowage plan in the number of copies indicated below:
 - 1.7.1 One copy of the invoice, one copy of the ship's manifest, one copy of the recapitulation sheet; one copy of the stowage plan and one copy of the receipt - nonnegotiable signed by or on behalf of the contractor and one copy of the dock receipt, one copy of the waybill with applicable supporting documentation, and when cargo is carried by tug and barge one copy of the of the appropriate tug, barge, towline and stowage surveys issued shall be provided prior to sailing. The surveys shall be certified by an approved marine surveyor representing cargo insurance underwriters to be mailed to the Contracting Authority as specified herein.
 - 1.7.2 One copy of the ship's manifest, one copy of the stowage plan and one copy of the dock receipts, and one copy of the waybill shall be given to the Government representative. One copy of the ship's manifest to be made available onboard

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the ship for the Government Representative accompanying the ship or for consignees at site.

- 1.7.3 Ship's final manifest must list all sea lift cargo loaded on that vessel indicating on deck stowage, where applicable, including the site, consignee weight and cubic measure including dimensions for all sea lift cargo measuring in excess of **2.5 (m³)** per ton of **1,000** kg, and shall be annotated to the effect that all provisions whatsoever contained in the Contract between the Contractor and Canada shall apply to and govern the shipment and carriage of the goods herein described.
- 1.7.4 The top of each manifest shall be annotated "Transportation Services for the Eastern Arctic Sea lift, contracted with the Department of Public Works and Government Services Canada".

2.0. Vessels self-propelled by machinery which is offered for this Agreement must:

- 2.1 within **30** days of the award date, or, **15** days prior to the delivery of the Vessel, whichever is the earliest,
 - 2.1.1 Be owned or chartered (time, voyage or demise) by the Contractor prior to acceptance for loading;
 - 2.1.2 Be registered in Canada;
 - 2.1.3 Be fully duty and tax paid on a **120/120** months basis.
 - 2.1.4 Have all of its inspection certificates valid and in force.
 - 2.1.5 Adhere to the Arctic Waters Pollution Prevention Act and all regulations hereunder, including the Shipping Safety Control Zones Order and the Guidelines for the Operation of Tankers and Barges in Arctic Waters.
 - 2.1.6 be capable of stowing all cargo, using a factor of thirty percent (**30%**) for broken stowage and not requiring more space on deck than **30%** of the vessel's registered bale capacity.

3.0 **PORT OF LOADING**

The amounts payable to the Contractor include all costs involved in the movement of sea lift cargo, i.e., receiving, warehousing and preparation of sea lift cargo for loading, any subsequent handling of sea lift cargo at or from the Contractor's facilities to the Contractor's port of loading and loading onboard vessels at the Contractor's port of loading as well as unitizing or palletizing, as may be necessary; discharge above high water mark at destination, loading retrograde cargo and discharge at the contractor's facilities; warfare at loading and discharging ports; all port and pilot age dues and charges; issuance of dock receipts; discharge of trucks or other conveyances at the terminal; any and all costs incurred by the Contractor as a result of the loading or discharging of dangerous goods or explosives.

- 4.0 Sea lift cargo may be stored on or under deck. Such cargo stowed in poop, forecabin, deck house, shelter deck or any covered in space commonly used in the trade for the carriage of goods shall be deemed for all purposes to be stowed under deck.
- 5.0 In respect of goods carried on deck, all risks of loss or damage by perils inherent to such carriage shall be borne by the shipper or the consignee, provided however, that such loss or damage is not caused by the fault or negligence of the Contractor. In all other respects the custody and carriage of such goods shall be governed by the terms of this Agreement, it being understood that deck cargo shall be subject to general average. The Contractor shall indicate on the final manifest "on deck stowage" for that cargo which was loaded on deck. Carrier is to advise the shipper of

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any cargo to be stored on deck. Shipper will have the opportunity to refuse the option of deck storage.

- 6.0** General average to be adjusted at any port or place at Contractor's option and to be settled according to the York Antwerp Rules 1974.
- 7.0.** If the liability for any collision in which the vessel is involved while performing the services, fails to be determined in accordance with the laws of the United States of America, the following clause shall apply:
- 7.1** If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the ship, the Owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of goods, paid or payable by the other or non-carrying ship, or her owners as part of their claim against the carrying ship or carrier.
- 7.2** The foregoing provisions shall also apply where the owners, operators, or those in charge of any ship or ships, or objects other than, or in addition to, the colliding ship or objects are at fault in respect to a collision or contact.

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SCHEDULE "C"

RETROGRADE CARGO

1. The Contractor shall take delivery of retrograde cargo at the above high water mark at each site, load onboard barges and ships transport it to the Contractor's facilities and discharge into sheds at the Contractor's facilities.
2. In the event identification becomes illegible in transit, the Contractor shall notify the Contracting Authority.
3. The Contractor shall prepare clear and concise manifests for the retrograde cargo loaded.
4. The Contractor may refuse empty drums that are not bung tight.
5. "Empty" gas cylinders are required to have a **0.34475** bar to **1.6548** bar pressure level and a destination tag attached over stamped with the symbol "MT" to signify that the cylinder is empty but serviceable.
6. The Contractor must refuse drums or cylinders which are not properly documented, labeled or described in accordance with the Receiving, Handling and Transportation of Dangerous Goods Act and Regulations.
7. Recyclable materials will consist of clean glass bottles, aluminum pop and beer cans, prewashed food tins and paper (e.g., bond and newsprint) to be delivered in palletized open crate or metal containers.

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SCHEDULE "D"

LATERAL CARGO

- 1.0** Lateral cargo shall be loaded as directed by the shipper.
- 2.0** The Contractor shall take delivery of lateral cargo at the above high water mark at each site indicated, load onboard barges and ships, transport it to and discharge same at the above high water mark at each site.
- 3.0** In the event identification becomes illegible in transit, the Contractor shall notify the Contracting Authority.
- 4.0** The Contractor shall prepare clear and concise manifests for the lateral cargo loaded.

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ANNEX "B"

BASIS OF PAYMENT

(Values to be inserted at time of contract award)

NORTHBOUND

Price per metric ton (t) of **1,000** kilograms (kg) or **2.5** cubic meters (m³) based on weight or measurement whichever produces the greater revenue, for all dry cargo, including dangerous goods or explosives, in accordance with the Statement of Work and Schedules "A" and "B", which prices include all services specified herein.

Rates quoted are FIRM and expressed in CANADIAN Dollars for the 2022, Eastern Arctic Sealift.

Area A - High Arctic from Montreal area (Including North Baffin)

1. Arctic Bay
2. Qikiqtarjuaq
3. Clyde River
4. Grise Fiord
5. Nanisivik
6. Pond Inlet
8. Resolute Bay

Year 2022 \$ _____ per metric tonne/2.5 cu.m. ;

Area B - Foxe Basin from Montreal Area

1. Igloodik
2. Hall Beach
3. Repulse Bay

Year 2022 \$ _____ per metric tonne/2.5 cu.m. ;

Area C - Iqaluit from Montreal Area

1. Iqaluit

Year 2022 \$ _____ per metric tonne/2.5 cu.m. ;

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Area E (a) - Kivalliq from Montreal Area

1. Baker Lake
2. Chesterfield Inlet
3. Rankin Inlet
4. Whale Cove
5. Arviat
6. Coral Harobur
7. Sanikiluaq

Year 2022 \$ _____ per metric tonne/2.5 cu.m. ;

Area E (b) - Kivalliq from Churchill

1. Baker Lake
2. Chesterfield Inlet
3. Rankin Inlet
4. Whale Cove
5. Arviat
6. Coral Harobur

Year 2022 \$ _____ per metric tonne/2.5 cu.m. ;

Area F - Kitikmeot from Montreal Area

1. Cambridge Bay
2. Gjoa Haven
3. Talayoak
4. Kugluktuk

Year 2022 \$ _____ per metric tonne/2.5 cu.m. ;

Area G - Northern Quebec from Montreal Area

1. Inukjuak
2. Kuujuaq

Year 2022 \$ _____ per metric tonne/2.5 cu.m. ;

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**Area H -
Eureka**

Year 2022 \$ _____ per metric tonne/2.5 cu.m. ;

Area C - Iqaluit from Montreal Area

1. Iqaluit

Year 2022 \$ _____ per metric tonne/2.5 cu.m. ;

Area D - South Baffin from Montreal Area

1. Dorset
2. Kimmirut
3. Pangnitung

Year 2022 \$ _____ per metric tonne/2.5 cu.m. ;

Area E (a) - Kivalliq from Montreal Area

1. Baker Lake
2. Chesterfield Inlet
3. Rankin Inlet
4. Whale Cove
5. Arviat
6. Coral Harobur
7. Sanikiluaq

Year 2022 \$ _____ per metric tonne/2.5 cu.m. ;

Area E (b) - Kivalliq from Churchill

1. Baker Lake
2. Chesterfield Inlet
3. Rankin Inlet
4. Whale Cove
5. Arviat
6. Coral Harobur

Year 2022 \$ _____ per metric tonne/2.5 cu.m. ;

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Area F - Kitikmeot from Montreal Area

1. Cambridge Bay
2. Gjoa Haven
3. Talayoak
4. Kugluktuk

Year 2022 \$ _____ per metric tonne/2.5 cu.m. ;

Area G - Northern Quebec from Montreal Area

1. Inukjuak
2. Kuujuaq

Year 2022 \$ _____ per metric tonne/2.5 cu.m. ;

Area H – High Arctic far remote from Montreal Area

1. Eureka

DEMURRAGE CHARGE

Sailing to Eureka is risky mainly due to unpredictable ice conditions that may cause unforeseen delays. The nature of the delays could be, but are not limited to, stoppages of the vessel, vessel slow-down, waiting time for an ice breaker to be escorted and dense ice conditions at anchor in Eureka preventing vessel from unloading.

If there are unforeseen delays due to ice conditions, a demurrage rate will apply.

The demurrage rate is \$XXX / hour. **(To be inserted at Standing Offer award)**

The demurrage costs will be prorated to shipped cargo quantity of each shipper.

ALTERNATE DESTINATION

In the eventuality that Eureka, or the water ways leading to Eureka are blocked with ice, offloading the cargo at Eureka is impossible and has to be at an alternate location.

The Contractor will communicate with shippers for an agreed-upon alternate location. It will be shipper's responsibility to contact the local authorities and to obtain their consent on the storage of the cargo.

In this eventuality, the freight based on cargo will still have to be paid by the shippers.

Alternate location is dependent on the schedule and Port rotation. If an alternate destination is chosen, it will result in a deviation. A total fee of \$XXX will be invoiced to cover the deviation. **(To be inserted at contract award)**

However, if the Contractor is able to schedule the new agreed upon destination for regular sealift Re-Supply stop of the community, this \$XXX fee will not apply. **(To be inserted at contract award)**

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The above deviation cost will be prorated to the shipped cargo quantity of each shipper

Year 2022 \$ _____ per metric tonne/2.5 cu.m. ;

Eureka – Northbound from Montreal

Northbound from Montreal to Eureka, cargo movement is subject to the availability and subsequent escort by a Canadian Coast Guard Ice Breaker. Price per metric ton (t) of **1,000** kilograms (kg) or **2.5** cubic meters (m³) based on weight or measurement whichever produces the greater revenue, for all dry cargo, including dangerous goods or explosives, in accordance with the Statement of Work and Schedules "A" and "B", which prices include all services specified herein

The rate quoted is FIRM and expressed in CANADIAN Dollars for the Eastern Arctic Sealift. The rate may be amended from time to time, as mutually agreed between the parties.

\$ _____ per metric tonne/2.5 cu.m;

Recyclable

The price to transport recyclable cargo from sites within area listed herein above shall be in accordance with Schedule "C" of the attached agreement to the Contractor's facilities in the Montreal area and Churchill, shall be _____ % of the Northbound rate accepted by the Minister. The percentage may be amended from time to time, as mutually agreed between the parties

Retrograde

The prices to transport retrograde cargo from sites within the designated Area in accordance with Schedule "C" of the attached Agreement to the Contractor's facilities in the Montreal area and Churchill, shall be **65%** of the Northbound rate listed above. The percentage may be amended from time to time, as mutually agreed between the parties.

For Empty **204** litre (L) POL drums and propane gas, oxygen and acetylene cylinders whether loose, palletized or crated, the price shall be \$ _____** for each such drum or cylinder, or as amended from time to time as mutually agreed between the parties, transported from the said sites and delivered to the Contractor's facilities .

Empty Containers

A lump sum price for each empty metal I.S.O. standard type container returned from certain sites in the designated Area to the Contractor's facilities in the Montreal area, shall be as follows, or as amended from time to time, as mutually agreed between the parties:

Containers measuring up to **6.71m (20 feet)**... \$ _____ each **

Vehicles: Cars, Pick-up Trucks and Passenger Vans

The rate for vehicles less than 25 cubic meters returned from certain sites in Areas A - High Arctic (Including North Baffin); Area B - Foxe Basin; Area C - Iqaluit; Area D - South Baffin; Area E - Kivalliq, Area F - Kitikmeot and Area G - Northern Quebec to the Contractor's facilities in the Montreal area or Churchill; Area H – High Arctic far remote from Montreal area shall be a maximum of \$ _____ each ** or as amended from time to time, as mutually agreed between the parties.

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Lateral

The Contractor shall be paid the following price per tonne (t) of **1,000** kilograms (kg) or **2.5** cubic metres, based on weight or measurement whichever produces the greater revenue for all lateral cargo, in accordance with Schedule "D" of the attached Agreement:

Year 2022 \$ _____ per metric tonne/2.5 cu.m. ;

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***Rates will be amended to reflect offeror's area selection at time of Standing offer issuance and will be amended during refresh cycles.**

**** RATES QUOTED ABOVE FOR RETROGRADE, EMPTY CONTAINERS, VEHICLES AND LATERAL ARE NOT TO EXCEED EACH RESPECTIVE OFFEROR'S PUBLISHED RATES.**

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ANNEX "C"

Booking No.	
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 **Public Works and** **Travaux publics et Services**
Government Services Canada **gouvernementaux Canada**

NON-NEGOTIABLE CARGO BOOKING FORM

AFTER COMPLETION SEND TO:

e-mail:
Fax: 1-XXX XXX-XXXX
Tel : 1-XXX XXX-XXXX

Note:

- An additional 20% premium will apply to all dangerous goods
- Dangerous goods must be declared on the booking form

20XX Sealift

Port of Loading	Port of Discharge
Consignee Name (Person/Company receiving cargo)	Consignee Address
Shipper Name (Person/Company responsible for payment of ocean freight charges)	Shipper Address
Invoicing Instruction	Invoicing Contact (Name, Address, Telephone & e-mail)

DRY CARGO	Preferred Language	<input type="checkbox"/> Eng. / Ang	<input type="checkbox"/> Fr.	<input type="checkbox"/> Inukitut
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METRIC TONNES	DESCRIPTION OF CARGO	Supplier's Name / Address / Tel #
		Contact at Port of Discharge / Tel. #

VEHICLES, HEAVY LIFTS, HIGH CUBIC CARGO

COMMODITY	WEIGHT (TONNE)	QTY	DIMENSIONS (L X W X H)	VOLUME (m3)	DESCRIPTION
TRAILERS					
VEHICLES					
BULK FUEL TANKS					
GENERATORS					
OTHERS (SPECIFY)					

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ESTIMATED COSTS

ESTIMATED COST PER METRIC TONES	
TOTAL ESTIMATED EXPENDITURES	

DECLARATION OF VALUE OF ANY PACKAGE OR UNIT IN EXCESS OF \$500.00

UNIT	\$ VALUE	UNIT	\$ VALUE	UNIT	\$ VALUE

N.B. Attach separate sheet if space is insufficient. The value may be declared up to the date of loading on board the vessel.

Signature Block:

Date	Name of Shipper (Print in Block Letters)	Signature of Shipper	Telephone No.
------	--	----------------------	---------------

The shipper by signing this document agrees to the application of all the terms and conditions Canada's agreement with the Sealift Co.

SHIPPING INSTRUCTIONS (Please Specify Back-up Contact Person other than Shipper)

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ANNEX "D"

PART 3 OF THE REQUEST FOR STANDING OFFER
TECHNICAL OFFER, PRICING SCHEDULE AND CERTIFICATIONS

(ATTACHMENT)

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ATTACHMENT 1 TO PART 3: TECHNICAL OFFER

Offerors are invited to ensure that all information provided clearly and completely demonstrates full compliance to each requirement for every area (including General requirements) in their offer..

Technical Evaluation

Mandatory Technical Requirement (MT)	Description (Statement)	Capability	Acceptable means of demonstrating compliance
MT-1 Experience of the Firm	<p>The Offeror must demonstrate in the Technical Proposal that its company/firm or parent company has a minimum of five (5) years' experience in the last ten (10) years providing all of the following:</p> <ul style="list-style-type: none"> • provisions of Arctic Sealift services; • Operations activities such as receiving, loading and the transportation by sea and delivery of cargo to "above high water mark" at sites in the Eastern Arctic 	<p>In order to demonstrate compliance with this criterion, Offerors must provide past contracts performed during the last 10 years describing comparable work with contact information for validation.</p>	<p>*** To demonstrate experience, the offeror must provide project summaries that each include the following information:</p> <ul style="list-style-type: none"> • Name of client organization; • Description of project, scope and objectives; • The supplier role, tasks performed, and deliverables submitted; • Duration of project (in format mm-yyyy to mm-yyyy) • Name and contact information of client contact ***
MT-2 Personnel Qualification	<p>The Offeror must provide the following category of personnel at a minimum. They must each have a minimum of five (5) years' experience in the last ten (10) years, providing the services listed under MT1</p> <ul style="list-style-type: none"> • Project Director • Operation Manager 	<p>In order to demonstrate compliance with this criterion, Offerors must submit a detailed resume for the category of personnel provided, including their qualifications.</p>	<p>Project Director and Operations Manager resumes must include:</p> <ul style="list-style-type: none"> - Name - Education qualifications - Years of experience in Eastern Arctic Sealift operations; - The number of years with the Offeror's firm; - The number of years work experience; - Participation in and description of projects similar in

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			<p>scope to the statement of work and the client for whom the work was done; - Client references</p> <p>Resume of the candidate as well as reference information for validation.</p> <p>*** To demonstrate experience, the offeror must provide project summaries that each include the following information:</p> <ul style="list-style-type: none"> • Name of client organization; • Description of project, scope and objectives; • The supplier role, tasks performed, and deliverables submitted; • Duration of project (in format mm-yyyy to mm-yyyy) • Name and contact Information of client contact ***
<p>MT-3 Proposed Benefits under the Nunavut Land Claims Agreements</p>	<p>The offeror must comply with at least one of the following Inuit benefits criteria:</p> <ul style="list-style-type: none"> (a) the existence of head offices, administrative offices or Other facilities in the Nunavut Settlement Area; or (b) the employment of Inuit labor, engagement of Inuit Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contracts; or; 		<ul style="list-style-type: none"> (a) Supplier list with names and contact information of the offices and facilities located in the Nunavut Settlement Area; (b) Sub-Contractor list with names and Nunavut identification certificate; (c) Inuit training or skills development map

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	(c) the undertaking of commitments, under the Standing offer, with respect to on-the-job training or skills development for Inuit;		
MT-4 Quality Assurance Systems	<p>The offeror must have a Quality Assurance program in place.</p> <p>The offeror must describe what system will be used for quality assurance and how this system will be monitored to ensure that the delivery schedule times will be met.</p> <p>The proposed procedures to monitor this system and the level and ability to apply quality control procedures should be sufficient to guarantee that the level of service is consistently maintained during the period of the Standing Offer.</p>		Detailed quality control plans and process descriptions.

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ATTACHMENT 2 TO PART 3 – FINANCIAL OFFER

Instructions for filling out the Financial Offer (Attachment 2 to Part 3)

The offeror must submit bids in **Attachment 2 to Part 3 here in**, on all areas out of the Montreal area Ports with the exception of Area E (b) Kivalliq which is out of Churchill and area H out of the Remote Montreal Area. It is requested to submit a price per metric tonne/2.5 cu.m for each area.

The offeror must service all destination points specified within each area that they bid on. (i.e. Areas A - High Arctic (Including North Baffin); Area B - Foxe Basin; Area C - Iqaluit; Area D - South Baffin; Area E (a) - Kivalliq from Montreal, Area E (b) - Kivalliq from Churchill, Area F – Kitikmeot, Area G - Northern Quebec & Area H Eureka from High Arctic far remote from the Remote Montreal Area.

The responsive bid with the lowest aggregate priced will be calculated by taking the sum total of all rates per Area, submitted in Attachment 2 to Part 3.

NORTHBOUND

Price per metric ton (t) of **1,000** kilograms (kg) or **2.5** cubic meters (m³) based on weight or measurement whichever produces the greater revenue, for all dry cargo, including dangerous goods or explosives, in accordance with the Statement of Work and Schedules "A" and "B", which prices include all services specified herein.

Rates quoted are FIRM and expressed in CANADIAN Dollars for the 2022 Eastern Arctic Sealift.

Prices submitted exclude the taxes.

Area A - High Arctic from Montreal area (Including North Baffin)

1. Arctic Bay
2. Qikiqtarjuaq
3. Clyde River
4. Grise Fiord
5. Nanisivik
6. Pond Inlet
8. Resolute Bay

Year 2022 \$ _____ per metric tonne/2.5 cu.m. ;

Total Bid Price for Area A \$ _____

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Area B - Foxe Basin from Montreal Area

1. Igloodik
2. Hall Beach
3. Repulse Bay

Year 2022 \$ _____ per metric tonne/2.5 cu.m. ;

Total Bid Price for Area B \$ _____

Area C - Iqaluit from Montreal Area

1. Iqaluit

Year 2022 \$ _____ per metric tonne/2.5 cu.m. ;

Total Bid Price for Area C \$ _____

Area D - South Baffin from Montreal Area

1. Dorset
2. Kimmirut
3. Pangniting

Year 2022 \$ _____ per metric tonne/2.5 cu.m. ;

Total Bid Price for Area D \$ _____

Area E (a) - Kivalliq from Montreal Area

1. Baker Lake
2. Chesterfield Inlet
3. Rankin Inlet
4. Whale Cove
5. Arviat
6. Coral Harobur
7. Sanikiluaq

Year 2022 \$ _____ per metric tonne/2.5 cu.m. ;

Total Bid Price for Area E a) \$ _____

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Area E (b) - Kivalliq from Churchill

1. Baker Lake
2. Chesterfield Inlet
3. Rankin Inlet
4. Whale Cove
5. Arviat
6. Coral Harobur

Year 2022 \$ _____ per metric tonne/2.5 cu.m. ;

Total Bid Price for Area E b) \$ _____

Area F - Kitikmeot from Montreal Area

1. Cambridge Bay
2. Gjoa Haven
3. Talayoak
4. Kugluktuk

Year 2022 \$ _____ per metric tonne/2.5 cu.m. ;

Total Bid Price for Area F \$ _____

Area G - Northern Quebec from Montreal Area

1. Inukjuak
2. Kuujuaq

Year 2022 \$ _____ per metric tonne/2.5 cu.m. ;

Total Bid Price for Area G \$ _____

Area H - Eureka – High Arctic far remote from Montreal Area

1. Eureka

DEMURRAGE CHARGE

Sailing to Eureka is risky mainly due to unpredictable ice conditions that may cause unforeseen delays. The nature of the delays could be, but are not limited to, stoppages of the vessel, vessel slow-down, waiting time for an ice breaker to be escorted and dense ice conditions at anchor in Eureka preventing vessel from unloading.

If there are unforeseen delays due to ice conditions, a demurrage rate will apply.

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The demurrage rate is \$XXX / hour. **(To be inserted at contract award)**

The demurrage costs will be prorated to shipped cargo quantity of each shipper.

ALTERNATE DESTINATION

In the eventuality that Eureka, or the water ways leading to Eureka are blocked with ice, offloading the cargo at Eureka is impossible and has to be at an alternate location.

The Contractor will communicate with shippers for an agreed-upon alternate location. It will be shipper's responsibility to contact the local authorities and to obtain their consent on the storage of the cargo.

In this eventuality, the freight based on cargo will still have to be paid by the shippers.

Alternate location is dependent on the schedule and Port rotation. If an alternate destination is chosen, it will result in a deviation. A total fee of \$XXX will be invoiced to cover the deviation. **(To be inserted at contract award)**

However, if the Contractor is able to schedule the new agreed upon destination for regular sealift Re-Supply stop of the community, this \$XXX fee will not apply. **(To be inserted at contract award)**

The above deviation cost will be prorated to the shipped cargo quantity of each shipper.

Year 2022 \$ _____ per metric tonne/2.5 cu.m. ;

Total Bid Price for Area H \$ _____

Eureka – Northbound from Montreal

Northbound from Montreal to Eureka, cargo movement is subject to the availability and subsequent escort by a Canadian Coast Guard Ice Breaker. Price per metric ton (t) of **1,000** kilograms (kg) or **2.5** cubic meters (m³) based on weight or measurement whichever produces the greater revenue, for all dry cargo, including dangerous goods or explosives, in accordance with the Statement of Work and Schedules "A" and "B", which prices include all services specified herein

The rate quoted is FIRM and expressed in CANADIAN Dollars for the Eastern Artic Sealift. The rate may be amended from time to time, as mutually agreed between the parties.

\$ _____ per metric tonne/2.5 cu.m;

Recyclable

The price to transport recyclable cargo from sites within area listed herein above shall be in accordance with Schedule "C" of the attached agreement to the Contractor's facilities in the Montreal area and Churchill, shall be _____ % of the Northbound rate accepted by the Minister. The percentage may be amended from time to time, as mutually agreed between the parties

Retrograde

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The prices to transport retrograde cargo from sites within the designated Area in accordance with Schedule "C" of the attached Agreement to the Contractor's facilities in the Montreal area and Churchill, shall be **65%** of the Northbound rate listed above. The percentage may be amended from time to time, as mutually agreed between the parties.

For Empty **204** litre (L) POL drums and propane gas, oxygen and acetylene cylinders whether loose, palletized or crated, the price shall be \$ _____ **** for each such drum or cylinder**, or as amended from time to time as mutually agreed between the parties, transported from the said sites and delivered to the Contractor's facilities .

Empty Containers

A lump sum price for each empty metal I.S.O. standard type container returned from certain sites in the designated Area to the Contractor's facilities in the Montreal area, shall be as follows, or as amended from time to time, as mutually agreed between the parties:

Containers measuring up to **6.71m (20 feet)**... \$ _____ **each ****

Vehicles: Cars, Pick-up Trucks and Passenger Vans

The rate for vehicles less than 25 cubic meters returned from certain sites in Areas A - High Arctic (Including North Baffin); Area B - Foxe Basin; Area C - Iqaluit; Area D - South Baffin; Area E - Kivalliq, Area F - Kitikmeot and Area G - Northern Quebec to the Contractor's facilities in the Montreal area or Churchill; Area H – High Arctic far remote from Montreal shall be a maximum of \$ _____ **each **** or as amended from time to time, as mutually agreed between the parties.

Lateral

The Contractor shall be paid the following price per tonne (t) of **1,000** kilograms (kg) or **2.5** cubic metres, based on weight or measurement whichever produces the greater revenue for all lateral cargo, in accordance with Schedule "D" of the attached Agreement:

Year 2022 \$ _____ per metric tonne/2.5 cu.m. ;

***Rates will be amended to reflect offeror's area selection at time of Standing offer issuance and will be amended during refresh cycles.**

**** RATES QUOTED ABOVE FOR RETROGRADE, EMPTY CONTAINERS, VEHICLES AND LATERAL ARE NOT TO EXCEED EACH RESPECTIVE BIDDER'S PUBLISHED RATES.**

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ATTACHMENT 3 to PART 3
Certifications and Additional Information

A duly completed and signed attachment 3 to part 3 will form part of the resulting Standing Offer.

1. General Information	
The Bidder is a Joint Venture	Yes () or No ()
Solicitation No.	
Bidder Legal Name	
Procurement Business Number (PBN)	
Bidder Address	
Name of Contact Person	
Phone Number	
E-Mail Address of Contact Person	
Applicable Law	(choose a Province)

2. Certifications Required with the Bid
(Bidders must submit the following duly completed certifications as part of their bid.)
Integrity Provisions - Declaration of Convicted Offences
In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable , the declaration form available on the Forms for the Integrity Regime website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

3. Certifications Precedent to Contract Award and Additional Information
3.1 Federal Contractors Program for Employment Equity - Default by the Contractor (from <i>template & Supply Manual Annex 5.1</i>)
The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the " FCP Limited Eligibility to Bid " list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.
The accuracy of the AIEE number can be confirmed by comparing it with the number listed for that organization/bidder in the FCP List of Certified Employers on the Federal Contractors Program  page.
Please provide the necessary evidence of compliance with the FCP, namely a valid and current Agreement to Implement Employment Equity (AIEE) duly signed by an authorized executive of the company or a valid AIEE number issued by Employment and Social Development Canada – Labour (ESDC – Labour).
Check only one of the following : (from <i>previous Certifications</i>)

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- The Bidder certifies having no work force in Canada.
- The Bidder certifies being a public sector employer.
- The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- The Bidder certifies having a combined workforce in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- The Bidder certifies having a combined workforce in Canada of 100 or more permanent full-time and/or permanent part-time employees.

3.2 Status and Availability of Resources
(A3005T)

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting 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 Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder 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 Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

- I understand and certify

3.3 Education and Experience
(A3010T)

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

- I understand and certify

3.4 Price Certification - Canadian-based Suppliers (other than agency and resale outlets)
(C0002T)

The Bidder certifies that the price proposed

- a. is not in excess of the lowest price charged anyone else, including the Bidder's most favored customer, for the like quality and quantity of the goods, services or both;
- b. does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity; and
- c. does not include any provision for discounts to selling agents.

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I understand and certify

3.5 Canadian Content Certification
(A3050T)

The Bidder certifies that the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

I understand and certify

3.6 Former Public Servant
(A3025T)

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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid 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.

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Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs 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, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder 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.

3.7 Electronic Payment of Invoices (from template)

Canada requests that Bidders select one of the following:

- () Electronic Payment instruments will not be accepted for payment of invoices.
() Electronic Payment Instruments will be accepted for payment of invoices; if yes, please select any of

the following Electronic Payment Instrument(s):

- () Visa Acquisition Card;
() MasterCard Acquisition Card;

3.8 The Offeror must complete the following Annexes:

- a. Annex "E" - Vessels;
- b. Annex "F" - Proposed Schedules for Planned Ports of Delivery;
- c. Annex "G" - List of Equipment;
- d. Annex "H" - Offeror's Facilities/Warehousing;
- e. Annex "I" - Stevedores (Sub-contractors)

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- f. Annex "J" - Proof of Insurability;
- g. Annex "K" - Historical Information on Sealift Operation

3.9 COVID-19 Vaccination Requirement

3.9.1 SACC Manual Clause 4013 - Compliance with on-site measures, standing orders, policies, and rules in the solicitation and the resulting contract.

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

3.9.2 SACC Manual Clause A3080T – COVID-19 vaccination requirement

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. **Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.**

3.9.3 SACC Manual Clause A3081T - COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, **all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process.** This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

COVID-19 Vaccination Requirement Certification

I, _____ (first and last name), as the representative of _____ (name of business) pursuant to _____ (insert solicitation number), warrant and certify that all personnel that _____ (name of business) will provide on the resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

(a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or

(b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act.*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to

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verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

Signature

Date

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ANNEXE "E"

VESSELS

1.0 Vessels

This Annex shall include a listing of the proposed vessel(s) and their current location, for use in the execution of this work, with vessel particulars detailed as required on the form attached **Vessel Particulars Self-Propelled by Machinery and Vessel Particulars**.

- 1.1 Vessels offered for the tender must:
 - . be accompanied by a written indication from all parties involved stating that, within **30** days of the award date, or, **15** days prior to the delivery of the Vessel, whichever is the earliest, she will be owned or chartered (time, voyage or demise) by the Tenderer;
 - . be registered in Canada
 - . be fully duty and tax paid on a **120/120** months basis.
 - . have all of its inspection certificates valid and in force.
 - . Adhere to the Arctic Waters Pollution Prevention Act and all regulations made thereunder, including the Shipping Safety Control Zones Order and the Guidelines for the Operation of Tankers and Barges in Arctic Waters.
 - . Any substitution of vessel(s) shall be subject to the prior approval of the Contracting Authority.

- 1.2 Vessels self-propelled by machinery must be of a sufficient capacity to carry all cargo. For the calculation of such a capacity, a factor of **30%** for broken stowage and the possibility of carrying on deck no more than **30%** of the vessel's registered bale capacity must be taken into consideration.

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SCHEDULE "A"

VESSEL PARTICULARS

VESSEL SELFPROPELLED BY MACHINERY

VESSEL: _____ BUILT: PLACE _____

DESIGNED BY: _____ DATE _____

OWNERS: _____

ENTERED CANADIAN REGISTER _____

CHARTERERS (Other Than Contractor)

FLAG: _____

REGISTERED NUMBER: _____

GROSS REGISTERED TONNAGE: _____

NET REGISTERED TONNAGE: _____

SERVICE SPEED: _____

CERTIFICATES EXPIRY DATES: _____

Hull Equipment & Machinery _____

Life Saving Equipment & Fire Extinguishing Equipment _____

Radio _____

Arctic _____

HATCHES Dimensions & Hold Bale Capacity _____

REEFER SPACE Dimensions & Hold Bale Capacity _____

DEEP TANKS Dimensions & Hold Bale Capacity _____

USABLE DECK SPACE: _____

DERRICKS, CRANES OR BOOMS Number _____ Capacity _____

ACCOMMODATION: _____

LIGHTERING EQUIPMENT: _____

Barges: _____ Number _____ Dimensions _____

Self-Propelled _____

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(Power Rating) _____

Tow Boats: _____ **Number** _____ **Dimensions** _____

Power Rating _____

Cranes: _____ **Number** _____ **Capacity** _____

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ANNEX "F"

PROPOSED SCHEDULE AND PLANNED PORTS OF DELIVERY

(taking into consideration section 7A.22- Departmental Schedules)

This Annex shall include, for each vessel described in Annex "E", the dates vessels are to leave the point of departure and the estimated dates vessels will arrive at each site. This proposed schedule shall take into consideration the loading ready date and the latest acceptable delivery date listed in section 7A.22, Departmental Schedules. The proposed timetable shall be subject to acceptance by the Contracting Authority. The accepted timetable shall form part of any agreement between the two parties. Any alternate arrangements shall be subject to the written approval of the Contracting Authority. Should a request for an amendment be denied, the successful tenderer(s) shall not deviate from the agreed timetable. Any deviations by the successful tenderer from the agreed timetable or approved amendment shall constitute default by the successful tenderer.

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ANNEX "G"

LIST OF EQUIPMENT

This Annex shall include:

- 1.0 A list of equipment to be used for each area inclusive, inter alia, of cranes, forklifts, carry lifts and barges and should describe the method of discharge.
- 1.1 This list shall include:
 - a) a description of the equipment;
 - b) an indication of whether it is owned, leased or rented and from whom;
 - c) current location of equipment;
- 1.2 A minimum lifting capacity of **20** long tons is required.

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SCHEDULE "A"

LIST OF EQUIPMENT

CRANES

UNITS _____ CAPACITY _____

OWNED _____ RENTED _____ LEASED _____

FROM _____

UNITS _____ CAPACITY _____

OWNED _____ RENTED _____ LEASED _____

FROM _____

FORKLIFTS

UNITS _____ CAPACITY _____

OWNED _____ RENTED _____ LEASED _____

FROM _____

UNITS _____ CAPACITY _____

OWNED _____ RENTED _____ LEASED _____

FROM _____

CARRYLIFTS

UNITS _____ CAPACITY _____

OWNED _____ RENTED _____ LEASED _____

FROM _____

UNITS _____ CAPACITY _____

OWNED _____ RENTED _____ LEASED _____

FROM _____

OTHER EQUIPMENT

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ANNEX "H"

OFFEROR WAREHOUSING FACILITIES

1.0 This Annex shall include:

- a) the location and size of proposed warehousing for receiving and storage of cargo;
- b) the area of outside storage area and volume of inside storage;
- c) whether this storage area is owned, leased or rented and from whom.

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ANNEX "I"

STEVEDORES (Sub-Contractors)

1.0 This Annex shall include:

- a) the name of the stevedoring firm contracted for loading/ discharging government cargo at the Contractor's facilities and or the Contractor's port of loading.

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ANNEX "J"

PROOF OF INSURABILITY

1.0 This annex shall include:

- a) **Evidence such as a letter from an insurance company, shall be submitted** to establish the offeror's ability to provide the required insurance, as specified in Loss or Damage to Goods; **clause 7A.25.**

- b) Tenderers offering vessels self-propelled by machinery shall provide proof of insurability in accordance with **clause 7A.25.**

- c) It is a requirement that all cargo loaded on a barge must be insured by the tenderer for all risks and such policy must contain a **30** day cancellation clause with notification to Her Majesty. **Proof of such insurability must be provided before the start of the contract.**