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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 Requirement, Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

The Department of Fisheries and Oceans Canada (DFO) has a requirement to establish a Regional Individual Standing Offer (RISO) for the rental of a crane at the Port of Argentia to lift Bay Class, Arun Class and Cape Class vessels to and from the water when required. Call-ups against the standing offer will be on an "as and when requested" basis as outlined in Annex "A" – Statement of Work.

The period of this Regional Individual Standing Offer will be two (2) year period from the date of issuance.

1.3 Debriefings

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

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

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

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2021-12-02) 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: 90 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 below:

Bid Receiving Unit
Public Services and Procurement
2nd Floor, John Cabot Building
10 Barter's Hill, St. John's, NL A1C 5T2

for

Electronic submissions may be sent to: PWGSC Bid Receiving Unit in Newfoundland and Labrador:

TPSGC.RAReceptionSoumissionsTNL-ARBidReceivingNL.PWGSC@tpsgc-pwgsc.gc.ca

or

Facsimile submissions may be faxed

to: (709) 772-4603

Note: Bids 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 bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Or

Facsimile number: (709) 772-4603

2.3 Former Public Servant

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

Definitions

For the purposes of this clause,

"Fee abatement formula" means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful offeror is a former public servant in receipt of a pension paid under the [Public Service Superannuation Act](#).

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

- a. name of former public servant;

- b. date of termination of employment or retirement from the Public Service.

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

A contract awarded to a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to the fee abatement formula, as required by Treasury Board Policy.

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;

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 5 (five) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

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

- 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 (One hard copy)
Section II: Financial Offer (One hard copy)
Section III: Certifications (One hard copy)

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

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

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

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

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

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

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

Section I: Technical Offer

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

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Section II: Financial Offer

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

3.1.1 Electronic Payment of Invoices - Offer

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

If Annex "C" 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 Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

To be deemed responsive offerors must meet the following in Annex "A" – Statement of Requirement

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price - Offer

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

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria Only

SACC Manual Clause [M0031T](#) (2007-05-25), Basis of Selection Mandatory Technical Criteria Only

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](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.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

[A0285T](#) (2012-07-16) Workers Compensation Certification- Letter of Good Standing

5.2.4 SACC Manual Clauses

M3080T: COVID-19 vaccination requirements for Standing Offers

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 offer will render the offer non-responsive.

M3081T: COVID-19 vaccination requirement certification – Standing Offers

Use this clause in the 'Certifications' section of any Requests for Standing Offers (RFSOs) where any of the call-ups under the resulting Standing Offer may be subject to the COVID-19 Vaccination Policy for Supplier Personnel.

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
call-up(s) issued against the Standing Offer resulting from this Request for Standing Offers 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 Standing Offer and any resulting call-ups (contracts). I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare an Offeror or contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the period of the Standing Offer or call-up (contract). 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 Standing Offer and call-up (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 any resulting Contract and who require access to federal government workplaces where they may come into contact with public servants.

M3082T: COVID-19 vaccination requirement certification compliance – Standing Offers

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Offeror fails to comply with such Certification during the period of any resulting Contract (call-up).

Canada will also have the right to terminate any resulting Call-up for default if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Contractor fails to comply with such Certification during the period of the Contract (call-up).

M3015T: Certification – Standing Offers

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.

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PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

Personnel must be escorted while on Government of Canada\Government du Canada property.

6.2 Insurance Requirements

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

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A" – Statement of Requirement.

7.2 Security Requirements

7.2.1 There is no security requirement applicable to the Standing Offer.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

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

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

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

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

The quarterly reporting periods are defined as follows:

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

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period of this Regional Individual Standing Offer will be from date of issuance for 2 years.

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7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one year period, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

7.4.3 Delivery Points

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

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Ryan Peach
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Atlantic Region
Address: 10 Barter's Hill
St. John's, NL A1C 5T2

Telephone: (709) 690-9865
Facsimile: (709) 772-4603
E-mail address: ryan.peach@pwgsc-tpsgc.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Standing Offer is:

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

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

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

7.5.3 Offeror's Representative (to be completed with offer)

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

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of Fisheries and Oceans, Canadian Coast Guard.

7.8 Call-up Procedures

The Call-up Authority for the Department will issue the Call-up to the firm holding the Standing Offer for the noted goods and services.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 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-TPSGC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)
- or
3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;

- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.10 Limitation of Call-ups

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

7.11 Financial Limitation

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

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

7.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions **2010C (2021-12-02)** General Conditions – Services (medium complexity)
- e) Annex A, Statement of Requirement ;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) Annex D, Reporting Requirements;
- i) Annex E, Electronic Payment Instruments
- j) Annex F, Integrity Provisions – List of Names
- k) the Offeror's offer dated _____

7.13 Certifications and Additional Information

7.13.1 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.

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Buyer ID - Id de l'acheteur
olz014
CCC No./N° CCC - FMS No./N° VME

7.14 Applicable Laws

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

7.15 Transition to an e-Procurement Solution (EPS)

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

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

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

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Requirement

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010C](#) (2021-12-02), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Period of the Contract

The Work must be completed in accordance with the Call-Up against the Standing Offer.

7.3.2 Delivery Date

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

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

7.5 Payment

7.5.1 Basis of Payment

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

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

7.5.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

7.5.3 Single Payment

SACC Manual Clause H1000C (2008-05-12) – Single Payment

7.5.4 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);

7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Each invoice must be supported by:
 - a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment to DFO.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract

7.7 Insurance Requirements

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

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.8 SACC Manual Clauses

[A9068C](#) (2010-01-11) Government Site Regulations
[A9065C](#) (2006-06-16) Identification Badge
[A0285C](#) (2007-05-25) Workers Compensation
M3015C: Compliance with Certification – Standing Offers

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olz014
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7.9 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A" - STATEMENT OF REQUIREMENT

1 TITLE

Crane Rental – Launching and Recovering Canadian Coast Guard (CCG) vessels under 70 tonnes at the Port of Argentia, NL.

2 OBJECTIVE

The Canadian Coast Guard (CCG) requires the rental of a crane at the Port of Argentia on an **as and when** needed basis. The crane is to be used to launch (lift vessel from a CCG supplied trailer, and lower into the water) and recover (lift the vessel from the water and lower onto a CCG supplied trailer). The operations are to be conducted on the Heavy Lift Pad¹ at the Port of Argentia **as and when** required.

All bids are to be submitted in the form of an **all-inclusive hourly rate**². CCG will compensate the contractor for the time required to conduct all work requested by CCG in 15 minute intervals.

3 BACKGROUND

The CCG has a storage area in Argentia, Placentia Bay, for storing vessels under 70 tonnes while not in service. The services of a Heavy Lift Crane is required to conduct the lifts at the Port of Argentia Heavy Lift Pad. These CCG vessels of various sizes will have a maximum weight of 70 tonnes.

4 REQUIREMENTS

4.1 CRANE REQUIREMENTS; CCG requires the crane to lift various Motor Lifeboats, one at a time, from CCG supplied trailers, and lower them into the water at the Port of Argentia Heavy Lift Pad. The crane is also required to lift the vessels, one at a time, out of the water and lower them on to a CCG supplied trailer, **as and when** required.

All associated costs/fees of the crane rental, such as fuel surcharges, and time required to position the crane at the heavy lift pad are to be included in the **all-inclusive hourly rate**.

The crane must be capable of safely lifting a mass of 75 tonnes³ at a horizontal distance of 30m away from the base of the crane⁴. The crane must be capable of raising the load a total of 10m vertically. Due to the total length of the CCG supplied rigging, the crane hook will have to reach a height of 38m above ground level.

¹ Heavy Lift Pad at the Port of Argentia is defined in Appendix A

² All-inclusive hourly rate is defined in Appendix B

³ Maximum mass of the heaviest MLB is 70 tonnes, plus an additional 5 tonnes for safety factor.

⁴ Maximum horizontal distance required to successfully complete the operation in all cardinal and inter-cardinal wind directions.

Due to CCG Search and Rescue Operations, and the Port of Argentia operations, a confirmed lift date may not be known until 48 hours before the day of the lift.

The Contractor is required to provide contact person and telephone number to be utilized in the event the operation has to be cancelled after hours.

4.2 CRANE OPERATOR: CCG requires the crane to be operated by a Red Seal Certified Mobile Crane Operator. The cost of the crane operator is to be included in the ***all-inclusive hourly rate***.

4.2.1 CRANE OPERATOR ASSISTANT: CCG requires that the contractor supply a Crane Operator Assistant for the duration of the operation. The cost of the crane operator assistant is to be included in the ***all-inclusive hourly rate***.

4.2.2 Launch and Recovery Operations

- Typically, the launch or recovery operation takes four (4) hours.
- Launching Operation will be conducted in strict accordance with the approved CCG ISM procedure. All relevant procedures and work instructions will be provided as a part of the Statement of Work, located within Appendices C & D.
- Recovery Operation will be conducted in strict accordance with the approved CCG ISM procedure. All relevant procedures and work instructions will be provided as a part of the Statement of Work, located within Appendices C & D.

4.3 STEVEDORE REQUIREMENTS; the CCG requires the services of a gang of three (3) Stevedores, and one (1) Stevedore Supervisor to assist with the shore-side operations. The cost of the Stevedores will be included in the ***all-inclusive hourly rate***.

4.4 Forklift Requirements; the CCG requires the services of a Forklift for the launching and recovery operations. The forklift must be capable of lifting and transporting 4,000kg⁵. The cost of the forklift will be included in the ***all-inclusive hourly rate***.

4.4.1 Forklift Operator Requirements: CCG requires the forklift to be operated by a trained and certified forklift Operator. The cost of the crane operator is to be included in the ***all-inclusive hourly rate***.

4.5 Hours of work; the CCG may require the contractor to work long days, or at non-standard business hours. The following table defines the hours of work that the CCG will pay *straight time* (x1.0 the ***all-inclusive hourly rate***), *overtime* (1.5x the ***all-inclusive hourly rate***) and *double time* (2.0x the ***all-inclusive hourly rate***).

Straight time	Monday to Friday inclusive	08:00 to 12:00 13:00 to 17:00
	Overtime	Monday to Thursday inclusive Friday
Double time	Saturday to Sunday, and holidays regularly observed by	12:00 to 13:00 17:00 to 24:00 00:00 to 24:00

⁵ The forklift is required to remove Jersey Barriers located on the Heavy Lift Pad and the vessel storage yard. Jersey Barriers weigh approximately 2,000kg.

	the contractors company	
	Monday	00:00 to 08:00

4.6 Personal Protective Equipment Requirements; CCG requires all employees of the contractor to properly wear all the required personal protective equipment to perform their duties and to ensure they have completed proper training in the wear, use, and maintenance of the equipment when performing their duties.

5 TASKS

5.1 Crane Tasks; the Contractor must perform the work as described in **section 4.1 CRANE REQUIREMENTS**, as per the approved ISM procedures in Appendix C. The cost of all crane tasks will be included in the ***all-inclusive hourly rate***.

5.2 Stevedore Tasks; the Contractor must perform the work as described in **section 4.2 STEVEDORE REQUIREMENTS**. The cost of all stevedore tasks will be included in the ***all-inclusive hourly rate***.

6 DELIVERABLES AND ACCEPTANCE CRITERIA

1. Safe lifting⁶ of a CCG vessel from CCG a supplied trailer into the water at the Port of Argentia Heavy Lift Pad, or;
2. Safe lifting of a CCG vessel from the water, on to a CCG supplied trailer at the Port of Argentia Heavy Lift Pad.

7 CCG OBLIGATIONS

CCG will give the Contractor a minimum notice of 48 hours when the crane and personal are required.

Due to CCG operational requirements of the vessels being lifted, the proposed operations cannot have a definite date, but rather only a general timeline. Generally, the launching operations will be conducted in the spring months, and the recovery operations will be conducted in the fall

7.1 Inspection; A complete technical inspection of the crane, or any component there of may be requested by the Technical Authority section of Canadian Coast Guard at the start of the contract, and prior to the start of any rental period for serviceability. The Contractor shall make right at no cost to the crown if rental equipment fails said inspection. Any and all costs or fees to the contractor associated with an inspection shall be included in the ***all-inclusive hourly rate***.

⁶ Safe Lifting is defined by the CCG in Appendix B

8 CONTRACTOR'S RESPONSIBILITY

All costs or fees associated with the requirements in **section 8** shall be borne by the contractor and included in the ***all-inclusive hourly rate***.

The Contractor will be responsible for the following:

- The Contractor shall obtain and maintain all permits, licenses, and certificates of approval that are required for the work to be performed under all applicable federal, provincial, or municipal legislation.
- The Contractor shall provide a copy of all such permits, licenses, and certificates upon awarding of the contract.
- The Contractor shall provide a copy of all such permits, licenses, and certificates upon receiving notice of a lift, as described in **section 7**.
- The Contractor shall be responsible for mechanical repairs, maintenance, replacement of worn tires, and warranty servicing of all equipment rented. CCG will incur no cost while the crane is out of service.
- The Contractor shall provide replacement equipment at least as capable as the equipment it is replacing. The CCG technical authority will decide if the replacement equipment is acceptable to conduct the operation.
- The Contractor will be required to supply all replacement equipment within three (3) hours of the original equipment going out of service.
- All costs and fees associated with any replacement equipment will be included in the ***all-inclusive hourly rate***.
- The Contractor will conduct all required maintenance outside of the straight time hours stipulated in section **4.5**, unless otherwise approved by the CCG technical authority.
- The Contractor shall ensure the crane, fork lift, and all required personnel are present at the Argentia Heavy Lift Pad a minimum of 60 minutes prior to the start of the operation.
- If the CCG Technical Authority approves maintenance, the CCG will not be charged for the time out of service.
- The Contractor shall be responsible for any charges imposed by such legislation or regulations.
- The Contractor shall ensure that all drivers/operators of any vehicles present on the Heavy Lift Pad do not operate a cellular telephone while the vehicle is in motion, or during a lifting operation.

- The Contractor shall ensure that all Stevedores present on the Heavy Lift Pad do not operate a cellular telephone during a lifting operation.

8.1 Contractor's responsibility with respect to Hazardous Waste/Dangerous Goods Incident/Emergency Response; CCG requires the contractor to ensure that all their employees are familiar and comply with Hazardous Waste/Dangerous Goods Incident/Emergency Response policy;

1. In the event of a spill during transportation, the contractor shall be responsible for the immediate cleanup and must notify the PWGSC or CCG Representative and take immediate action to recapture spilled material.
2. Ensure that a quick and effective response to a spill event is possible. Spill response equipment shall be readily available on-site at all times.
3. Response equipment, such as absorbents and open-ended barrels (must be UN performance packaging certified) for collection of clean-up debris, shall be stored in an accessible location onsite. The contractor working on the project shall be knowledgeable about spill response procedures.
4. The contractor must provide a contingency/spill response plan specific to the site work activities. In developing the plan, the Canadian Standards Association publication Emergency Planning for Industry (CAN/CSA-Z731) should be consulted. The plan must be reviewed with all the site workers to enable a quick and effective response to a spill event.
5. All spills or leaks, such as those from machinery or fuel storage tanks, must be promptly contained, cleaned up, and reported immediately to the PWGSC or CCG Representative. The spill must be addressed immediately to the satisfaction of CCG Environmental Response team and the contractor.

9 CCG SUPPORT

9.1 Reference Documents

Contractor will be provided with the following reference materials:

- Appendix A – Maps and Charts of the Port of Argentina, NL
- Appendix B – Definitions of Safe Lift and ***all-inclusive hourly rate***
- Appendix C – Approved ISM Procedures and Checklists
- Appendix D – Vessel Lift Plan
- Appendix E – Tackle Register of CCG Lifting Gear

9.2 Lifting Gear

The CCG will supply the following certified lifting gear:

- Spreader Beams
- Lifting Slings
- Round slings
- Shackles

10 TIME FRAME AND DELIVERY DATES:

As per the details in **Section 7**, the proposed operations cannot have a definite date, but rather only a rough timeline. Generally, the launching operations will be conducted in the spring months, and the recovery operations will be conducted in the fall.

11 TERMINOLOGY

- Canadian Coast Guard – (CCG)
- Estimated Time of Arrival – (ETA)
- Estimated Time of Departure – (ETD)
- International Safety Management System – (ISM)
- Motor Lifeboat – (MLB)

ANNEX "B" - BASIS OF PAYMENT

Rate for Standing Offer

The Offeror is required to provide firm rates that will apply for the entire period, as noted, of the Standing Offer.

Line Item	Description	Unit Price
YEAR 1		
1	<p><u>All Inclusive Rate as per Annex "A" – Statement of Requirement</u></p> <p>Straight time ____per/15 min x 60 minutes =</p> <p>Overtime and a half ____per/15 min x 60 minutes =</p> <p>Double time ____per/15 min x 60 minutes =</p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
	<p><u>Travel Rate</u> (To and from port of Argentina)</p> <p>Straight time ____per/hr x 2 hours =</p> <p>Overtime and a half ____per/hr x 2 hours =</p> <p>Double time ____per/hr x 2 hours =</p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
YEAR 2		

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 olz014
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1	<p>All Inclusive Rate as per Annex "A" – <u>Statement of Requirement</u></p> <p>Straight time ____per/15 min x 60 minutes =</p> <p>Overtime and a half ____per/15 min x 60 minutes =</p> <p>Double time ____per/15 min x 60 minutes =</p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
	<p><u>Travel Rate</u> (To and from port of Argentina)</p> <p>Straight time ____per/hr x 2 hours =</p> <p>Overtime and a half ____per/hr x 2 hours =</p> <p>Double time ____per/hr x 2 hours =</p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
	<p>TOTAL: (HST Extra)</p>	<p>\$ _____</p>

ANNEX "C" - INSURANCE REQUIREMENTS

C2 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

- m. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

G2001C (2018-06-21)

C3 Limitation of Contractor's Liability for Damages to Canada

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$10,000,000. This limitation of the Contractor's liability does not apply to:

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Buyer ID - Id de l'acheteur
olz014
CCC No./N° CCC - FMS No./N° VME

- a. any infringement of intellectual property rights; or
 - b. any breach of warranty obligations.
3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.
 4. es its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

ANNEX "D" - REPORTING REQUIREMENTS

Instructions for submitting Standing Offer usage data:

Please email the information to the Standing Offer Authority- Isabelle.macdonald@tpsgc-pwgsc.gc.ca

The Standing Offer number must be stated in the subject line of the email and clearly indicate:

- The Standing Offer number for which the data is submitted
- The period for which the data has been accumulated
- The start date & end date for the standing offer;
- A list, in Microsoft excel format, of all of the call ups initiated against the Standing offer during the reporting period in the format below:

Standing Offer #:		Start Date of SO				End Date of SO		
Total Value to Date Including HST (\$)		Total Value for Reporting Period Including HST (\$)		Start Reporting Period		End Reporting Period		
Dept	Purchase Order #	Description (including vessel)	Requesting Vessel Maintenance Manager	Date of Order	Date of Delivery	Value of Services	Value of Parts	Value of Order (no HST)

Solicitation No. - N° de l'invitation
F6854-210029/A
Client Ref. No. - N° de réf. du client
F6854-210029

Amd. No. - N° de la modif.
File No. - N° du dossier
OLZ-1-44173

Buyer ID - Id de l'acheteur
olz014
CCC No./N° CCC - FMS No./N° VME

ANNEX "E" to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

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

Solicitation No. - N° de l'invitation
F6854-210029/A
Client Ref. No. - N° de réf. du client
F6854-210029

Amd. No. - N° de la modif.
File No. - N° du dossier
OLZ-1-44173

Buyer ID - Id de l'acheteur
olz014
CCC No./N° CCC - FMS No./N° VME

ANNEX "F" - INTEGRITY PROVISIONS – LIST OF NAMES

[MUST BE COMPLETED BY OFFEROR WITH BID SUBMISSION]

The Integrity Provision of General Conditions 2010 requires that bidders supply the following:
List of Names

- (a) Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.
- (b) If the required list of names has 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 provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.
- (c) The Bidder must immediately inform Canada in writing of any changes affecting the list of names of directors during this procurement process.

Complete Legal Name of Company _____

PBN _____

List of names of the current Board of Directors or Owners:

