



Bid Fax: (819) 997-9776

Offre à commandes principale et nationale (OCPN)

Comments - Commentaires

Raison sociale et adresse du fournisseur/de l'entrepreneur

K1A0S5

Instructions: Voir aux présentes

Vendor/Firm Name and Address
Raison sociale et adresse du fournisseur/de l'entrepreneur

Facsimile No. - N° de télécopieur

**Name and title of person authorized to sign on behalf of Vendor/Firm
(type or print)**
**Nom et titre de la personne autorisée à signer au nom du fournisseur/
de l'entrepreneur (taper ou écrire en caractères d'imprimerie)**

Signature

Date _____

Request for Standing Offers (RFSO)/Canadian Collaborative Procurement Initiative (CCPI)

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K3A20-220600/B
Client Ref. No. - N° de réf. du client
K3A20-220600

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

Buyer ID - Id de l'acheteur
010ERD
CCC No./N° CCC - FMS No./N° VME

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Definitions

In this Request for Standing Offers, unless the context otherwise requires.

“Authorized User”

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

“Federal Identified User”

Means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

“Provincial/Territorial Identified User”

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services Canada can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

PART 1 - GENERAL INFORMATION

Principal – Agent Relationship

Canada is not acting as an agent for the “Provincial/Territorial Identified User” nor is the “Provincial/Territorial Identified User” a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

Offer

By submitting an Offer, the Offeror offers to provide and deliver to Authorized Users the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

Exclusionary Clause

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into six 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 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:

6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; |

6B, 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 Requirement, the Basis of Payment, Standing Offer Reporting, the Call Up again a standing offer form, Electronic Payment Instruments, Certifications and Additional Information, and the Mandatory Evaluation Criteria.

1.2 Summary

- 1.2.1 Canada has a requirement to establish a National Master Standing Offer (NMSO) for the supply of Battery Operated Remote Controlled Boats to Authorized Users in accordance with Annex "A - Requirement. See A6.6 for the list of Authorized Users.

Below is a list of provinces and territories who have shown interest in making call-ups against the Standing Offer:

- ***The Government of the Province of Ontario including:***
 - Township of Georgian Bay
 - Carleton University
- ***The province of Nova Scotia***
- ***The Government of British Columbia***
- ***The Government of the Province of Manitoba including:***
 - Winnipeg School Division

Only Authorized Users will be authorized to issue call-ups against this NMSO. A list of Authorized Users will be provided at A6.6 – Authorized Users

- 1.2.2 The Department of Environment and Climate Change Canada (ECCC) requires battery operated remote (radio) controlled boats to provide operational platforms for deploying Acoustic Doppler Current Profilers (ADCPs) in rivers and lakes across Canada. ECCC field personnel use ADCPs mounted on or in remote control (RC) boats to carry out river discharge measurements. The locations of the data collection sites vary from remote field sites where access is only available by chartered air transport with limited hauling capacity, to road-accessed sites. Operators require reliable ADCP boats, sometimes working in fast water conditions, creating minimal disturbance to flow patterns within the ADCP velocity sampling volume. RC boats that allow safe and effective operation and handling in varying deployment environments, while ensuring the security of high value ADCP sensors are required.
- 1.2.3 This Request for Standing Offers (RFSO) seeks to issue one 5-year Standing Offer, with one additional option year to be delivered in various locations within Canada.
- 1.2.4 The Request for Standing Offers (RFSO) is to establish National Master Standing Offer(s) 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).
- 1.2.5 Offerors must use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method."

1.3 Debriefings

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

1.4 Disclosure of information – Optional Users

The following definitions apply to this provision only:

“Optional Users” are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

“MASH entities” are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges Optional Users may be interested in procuring for their own use the goods or services or combination of goods and services as described in this Standing Offer (referred to hereinafter as “Deliverables.”

In the event that an Optional User contacts the Offeror to purchase some or all of the Deliverables (referred to hereinafter as a “Request”), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) as necessary, use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as “Separate Agreement”).

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Optional User. The Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

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 Transition to an e-Procurement Solution (EPS).

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2006 (2022-03-29) 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

2.1.1 Condition of Material

Material supplied must be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the closing date of the Request for Standing Offers.

2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) by the date and time indicated on page 1 of the Offer solicitation:

The Offeror must send an email requesting Bid Receiving Unit in the National Capital Region (NCR) to open an ePost Connect conversation to the following address:

tpsgc.dgareceptiondessoumissions-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 Offeror is using its own licensing agreement for ePost Connect.

It is the Offeror's responsibility to ensure the request for opening an ePost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

Due to the nature of the Offer solicitation, Offers submitted by facsimile, hardcopy or any electronic means (other than the ePost Connect services provide by Canada Post Corporation) will not be accepted.

2.3 Former Public Servant

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of

the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) 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 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 Standing Offer 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

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

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

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.

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

Section II: Financial Offer

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

The Offer must be submitted in Canadian Currency.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "1" to Part 3 - Electronic Payment Instruments, to identify which ones are accepted.

If Annex "1" to Part 3 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.2 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All Offers including such provision will render the Offer non-responsive.

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 Phased Offer Compliance Process

4.1.1.1 (2018-07-19) General

- (a) Canada is conducting the POCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the POCP, Offerors are and will remain solely responsible for the accuracy, consistency and completeness of their Offers and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Offers or in responses by a Offeror to any communication from Canada.

THE OFFEROR ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS POCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE OFFER IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE OFFER HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM AN OFFER TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE OFFEROR ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS OFFER RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS OFFER NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) The POCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2006 (2022-03-29) Standard Instructions – Request for Standing Offers – Goods or Services - Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after offer solicitation closing in circumstances where the Offer solicitation expressly provides for this right.
- (d) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Offeror must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Offeror at any address provided by the Offeror in or pursuant to the Offer is deemed received by the Offeror on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 (2018-03-13) Phase I: Financial Offer

- (a) After the closing date and time of this offer solicitation, Canada will examine the Offer to determine whether it includes a Financial Offer and whether any Financial Offer includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the offer solicitation to be included in the Financial Offer is missing from the Financial Offer. This review will not assess whether the Financial Offer meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Offer or that the Financial Offer is missing all of the information required by the offer solicitation to be included in the Financial Offer, then the Offer will be considered non-responsive and will be given no further consideration.
- (d) For Offers other than those described in c), Canada will send a written notice to the Offeror ("Notice") identifying where the Financial Offer is missing information. An Offeror, whose Financial Offer has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Offerors shall not be entitled to submit any additional information in respect of their Financial Offer.
- (e) The Offerors who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Offeror will be entitled to remedy only that part of its Financial Offer which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Offer, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Offer, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Offeror and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Offer submitted by the Offeror will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Offeror's Offer. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, only that part of the original Financial Offer as is permitted above, and will be used for the remainder of the Offer evaluation process.
- (h) Canada will determine whether the Financial Offer is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Offeror in accordance with this Section. If the Financial Offer is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.
- (i) Only Offers found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 (2018-03-13) Phase II: Technical Offer

- (a) Canada's review at Phase II will be limited to a review of the Technical Offer to identify any instances where the Offeror has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Offer meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the POCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the POCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Offeror (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Offer has failed to meet. An Offeror whose Offer has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Offer has been found responsive to the requirements reviewed at Phase II. Such Offeror shall not be entitled to submit any response to the CAR.
- (c) An Offeror shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Offeror's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Offeror which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Offer, the Offeror shall identify such additional changes, provided that its response must not include any change to the Financial Offer.
- (e) The Offeror's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Offer, the wording of the proposed change to that section, and the wording and location in the Offer of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Offeror must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Offeror's Offer, and failure of the Offeror to do so in accordance with this subparagraph is at the Offeror's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Offer submitted by the Offeror other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Offer as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Offer, but will be considered by Canada in the evaluation of the Offer at Phase II only for the purpose of determining whether the Offer meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Offer would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Offeror in response to the CAR. If so, the Offer will be considered responsive in respect of such Eligible

Mandatory Criterion, and the additional or different information submitted by the Offeror shall bind the Offeror as part of its Offer, but the Offeror's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Offer.

- (h) Canada will determine whether the Offer is responsive for the requirements reviewed at Phase II, considering such additional or different information as may have been provided by the Offeror in accordance with this Section. If the Offer is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.
- (i) Only Offers found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Offer

- (a) In Phase III, Canada will complete the evaluation of all Offers found responsive to the requirements reviewed at Phase II. Offers will be assessed in accordance with the entire requirement of the Offer solicitation including the technical and financial evaluation criteria.
- (b) A Offer is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 Technical Evaluation

All offers submitted must be completed in full and provide all of the information requested in the Request for Standing Offers (RFSO) package to enable a full and complete evaluation. If the requirement is not addressed in the Offeror's offer, the offer will be considered incomplete or non-responsive and will be rejected. The onus is on the Offeror to provide all the information necessary to ensure a complete and accurate assessment.

4.1.2.1 Mandatory Technical Criteria

All mandatory technical evaluation criteria are included in the mandatory technical evaluation criteria Plan at Annex 1 to Part 4 of the RFSO.

The Phased Offer Compliance Process will apply to all mandatory technical criteria.

4.1.3 Financial Evaluation

1. The price of the offer will be evaluated in Canadian dollars, Delivered Duty Paid at destination, Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax or the Harmonized Sales Tax extra.
2. The following "Evaluated Price" equation will be used to determine the evaluated price of the offer based on the prices inserted by the Offeror in its offer. Using the Items listed in Annex B:

Evaluated Price – Table 1: High Speed RC Boat Package

Table 1 - Evaluated price = the sum of the extended price for 1.1 + the extended price for 1.2 + the extended price for 1.3 + the extended price for 1.4

Solicitation No. - N° de l'invitation
K3A20-220600/B
Client Ref. No. - N° de réf. du client
K3A20-220600

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

Buyer ID - Id de l'acheteur
010ERD
CCC No./N° CCC - FMS No./N° VME

Extended Price for EACH item in Table 1 is calculated as follows:
 $A + B + C + D + E + F = \text{Extended price for Item \# 1.1}$
This is repeated for items 1.2-1.4 inclusive.

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

Definitions and Interpretation

a) Definitions: In this Standing Offer, a capitalized term must have the meaning attributed to that term in General Conditions 2009 Standing Offers – Goods or Services – Authorized Users, section 01, appended hereto as Annex G or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term must have the meaning attributed to it in the document in which it is defined.

b) Other Interpretative Provisions, unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an annex or appendix, are to the designated section or other subdivision of, or annex or appendix to the Standing Offer;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Standing Offer as a whole and not to any particular section or other subdivision of the Standing Offer;
3. the headings are for convenience only and do not form a part of the Standing Offer and are not intended to interpret, define or limit the scope, extent or intent of the Standing Offer or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to the Standing Offer or to any agreement, or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Standing Offer means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time; and
9. all dollar amounts refer to Canadian dollars.

Key Terms

Definitions

In this Standing Offer, unless the context otherwise requires,

“Authorized User”

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

“Federal Identified User”

Means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11.

“Provincial/Territorial Identified User”

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Contract;

“General Information”

The Offeror will provide and deliver to Authorized Users the goods, services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in this Standing Offer if and when the Authorized User requests such goods, services or combination of goods and services in accordance with the conditions set out in the Standing Offer;

Principal – Agent Relationship

Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

Exclusionary Clause

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

A6.1 Offer

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

A6.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

A6.3 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.

A6.3.1 General Conditions

[2009](#) (2022-01-28) General Conditions: Standing Offers – Goods or Services – Authorized Users, apply to and form part of the Standing Offer and are amended as follows:

The following section(s) from General Conditions 2009 apply to Federal Identified Users only:
Section 11 – Integrity Provisions

A6.3.2 Periodic Usage Reports: Standing Offer

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

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

The data must be submitted on a Quarterly Basis to the Standing Offer Authority.

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

Quarterly periods are defined as follows:

1st quarter: April 1 to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31;
4th 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.

A6.4 Term of Standing Offer

A6.4.1 Period of the Standing Offer

- (a) The period for making call-ups and providing services against the Standing Offer is from the date of Standing Offer Award to five (5) years beyond that date, inclusive; and
- (b) the period during which the Standing Offer is extended, if Canada chooses to exercise the options set out in the Standing Offer.

A6.4.2 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 (1) one-year period under the same conditions and at the rates or prices 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.

6.4.3 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).

6.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified in the call-up.

A6.5 Authorities

A6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Jessica Cormier
Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Marine Navigation and Remediation Division
270 Albert Street, Ottawa, ON K1P 6N7

Telephone: 343-543-7594
E-mail address: Jessica.Cormier2@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable.

A6.5.2 Offeror's Representative

The contact details of the person responsible for all matter relating to the SO: *(Will be inserted at issuance of the SO)*

General enquiries

Name: _____

Telephone No. _____

E-mail address: _____

A6.6 Authorized Users

A6.6.1 Federal Identified Users

The Federal 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., 1985, c. F-11.

A6.6.2 Provincial/Territorial Identified Users

The following Provincial/Territorial Identified Users are the only entities authorized to make call-ups against this Standing Offer.

- ***The Government of the Province of Ontario including:***
 - Township of Georgian Bay
 - Carleton University
- ***The province of Nova Scotia***
- ***The Government of British Columbia***
- ***The Government of the Province of Manitoba including:***
 - Winnipeg School Division

A6.6.3 Disclosure of information – Optional Users

“Optional Users” are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

“MASH entities” are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges that MASH entities that have not been identified as Authorized Users of this Standing Offer (referred to hereinafter as “Optional Users”) may be interested in procuring for their own use the goods, services or both as described in this Standing Offer (referred to hereinafter as “Deliverables”).

In the event that an Optional User contacts the Offeror to purchase some of all of the Deliverables (referred hereinafter as a “Request”), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) as necessary, use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as “Separate Agreement”).

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Offeror. The Contractor Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

A6.7 Call-up Procedures

- A6.7.1** Authorized Call-ups against this Standing Offer must be made using duly completed 942 call-up form by methods such as facsimile, electronic mail or any other method deemed acceptable by both the Identified User and the Offeror.
- A6.7.2** No costs incurred before the receipt of a signed Call-up or equivalent document can be charged to this Standing Offer.
- A6.7.3** If by error or omission the Identified User fails to apply the correct price to an item, it is the responsibility of the Offeror to notify the Identified User of the error prior to delivery.
- A6.7.4** Any modifications to the original call-up must be supported by the issuance of a subsequent form in accordance with the Standing Offer terms and conditions in effect at the time of call-up.
- A6.7.5** For urgent requirements only Identified Users may request goods/services by telephone/ facsimile/e-mail, which must be followed up by issuing a call-up or equivalent document no later than the next working day, to confirm the request for goods.
- A6.7.6** Call-ups paid for by Acquisition Cards as an alternative to other payment methods identified in the Standing Offer must be made as specified above.

A6.8 Call-up Instrument

A6.8.1 Federal Identified User

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

1. Call-ups must be made by Federal Identified Users' authorized representatives under the Standing Offer 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
3. Where an equivalent form or electronic call-up document is used, it must contain at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer, and acceptance of those terms;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation of the Federal Identified User's authority to enter in to a Contract;
 - acceptance of the terms and conditions of the Standing Offer;
 - confirmation that funds are available under section 32 of the Financial Administration Act; and

- allows for collection of the data identified at Annex "C" – Standing Offer Reporting.

A6.8.2 Provincial/Territorial Identified User

For Call-ups issued by a Provincial/Territorial Identified User, the Work will be authorized using the GC 942-3, Call-Up against a Standing Offer (FPT) form. An electronic sample is attached at Annex "D" – Call-Up Against Standing Offer Forms. This form is available through the [PWGSC Forms Catalogue](#) Web site.

Or an equivalent form of electronic call-up document which at a minimum:

- identifies the Standing Offer number;
- identifies the total value of the Call-up;
- includes the unit price for each item on the Call-up;
- identifies a point of delivery; and
- includes acceptance of the terms and conditions of the Standing Offer.

Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up. Call-ups must be made from authorized representatives of identified users of a province or territory in the standing offer. These must be goods or services or a combination of goods and services included in the standing offer, in accordance with the prices and terms specified therein

A6.9 Limitation of Call-ups

Federal Identified User

Individual call-ups against the Standing Offer raised by Identified Users must not exceed \$100,000 (Applicable Taxes included).

Individual requirements exceeding these amounts must be submitted to the Standing Offer Authority in the form of a funded requisition (9200) for processing.

Provincial/Territorial Identified User

If a financial limitation applies to a call-up issued by a Provincial/Territorial Identified User, whether that financial limitation applies to an individual basis for each call-up or in the aggregate for all call-ups issued, that financial limitation must be provided by the Provincial/Territorial Identified User issuing the call-up. Where such financial limit is provided to the Offeror by the Contracting Authority of the Provincial/Territorial Identified User then the Offeror must not accept any Call-up against the Standing Offer which would exceed such financial limitation unless the Contracting Authority has specifically identified that it may do so in writing.

A6.10 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 [2009](#) (2022-01-28) General Conditions: Standing Offers – Goods or Services – Authorized Users;
- d) the general conditions [2015A](#) (2022-01-28) General Conditions - Goods – Authorized Users (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex D, 942 Call-up Form;
- h) Annex C, Standing Offer Reporting; and
- i) the Offeror's offer dated _____.

A6.11 Certifications and Additional Information

A6.11.1 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.

A6.12 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 _____.

A6.13 Price Lists

Following issuance of a Standing Offer, it is the Offeror's responsibility to supply and update price lists and/or catalogues as Canada may require. The Offeror must provide one (1) copy of its catalogue and price list and updates to each Identified User requesting a copy. The Offeror must further send one (1) copy to the Standing Offer Authority at the address stated in the Standing Offer.

A6.14 Transition to an e-Procurement Solution (EPS)

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

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

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

B. RESULTING CONTRACT CLAUSES

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

B6.1 Requirement

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

Definitions and Interpretation

Definitions. In this Contract, a capitalized term must have the meaning attributed to that term in General Conditions 2015A – Goods (Medium Complexity) – Authorized User as amended, section 01 or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term must have the meaning attributed to it in the document in which it is defined.

Other Interpretive Provisions. In the Contract unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an appendix or annex, are to the designated section or other subdivision of, or appendix or annex to, the Contract;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Contract as a whole and not to any particular section or other subdivision of the Contract;
3. the headings are for convenience only and do not form a part of the Contract and are not intended to interpret, define or limit the scope, extent or intent of the Contract or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to any agreement (including the Standing Offer or Contract), or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Contract means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time;
9. all references to day or days, other than Working Days, means calendar days; and
10. all dollar amounts refer to Canadian dollars.

B6.2 Standard Clauses and Conditions

B6.2.1 General Conditions

[2015A](#) (2022-01-28) General Conditions - Goods – Authorized Users (Medium Complexity) apply to and form part of the Contract.

Subsection 9.1 of [2015A](#), General conditions: Goods– Authorized Users (Medium Complexity), is amended as follows:

Delete: 12 months

Insert: 24 months

The following sections of 2015A apply to Federal Identified Users only:

Section 27 – Contingency Fees

Section 29 – Integrity Provisions – Contract

Section 31 – Code of Conduct for Procurement contract

B6.3 Term of Contract

B6.3.1 Period of the Contract

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

B6.3.2 Delivery Date

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

B6.3.3 Shipping Instructions - Delivery at Destination

B6.3.3.1 Shipment must be consigned to the destination specified herein and delivered DDP Delivered Duty Paid, Destination.

B6.3.3.2 The Contractor is responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

B6.4 Payment

B6.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit prices, as specified in Annex B – Basis of Payment. Customs duties are included and the total amount of applicable taxes must be shown separately.

B6.4.2 Method of Payment – Multiple Payments

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

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

B6.4.3 Taxes – Foreign-Based Contractor (if applicable)

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

B6.4.4 Electronic Payment of Invoices – Call-up (Note to Offeror: this clause will be updated based on responses to Annex 1 to Part 3)

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)

B6.5 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. Invoices must be distributed as follows:
 - b. One (1) electronic copy must be forwarded to the Contracting Authority identified on the call-up via email.
 - c. One (1) electronic copy must be forwarded to the consignee identified on the call-up via email.

B6.6 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by

the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

B6.7 SACC Manual Clauses

B1501C	Electrical Equipment	2018-06-21
B7500C	Excess Goods	2006-06-16
D2025C	Wood Packaging Materials	2017-08-17
D6010C	Palletization	2007-11-30
A2000C	Foreign Nationals (Canadian Contractor)	2006-06-16
A2001C	Foreign Nationals (Foreign Contractor)	2006-06-16

B6.8 Maintenance Services

The Contractor must accept and respond to Hardware Maintenance Service calls during the "Principal Period of Maintenance" (PPM). If the PPM is not defined elsewhere in the Contract, the PPM is twelve (12) hours each day, from 7 a.m. to 7 p.m., Eastern Time, Monday to Friday, not including statutory holidays observed by Canada.

As part of the Hardware Maintenance Service, the Contractor must provide Canada with technical support through a single toll-free hotline with service available in English, in accordance with the following:

- a. The Contractor's hotline must be staffed by qualified personnel who are able to respond to user questions and, to the extent possible, resolve user problems and provide advice about problems relating to all the Hardware and the Hardware Documentation, as well as installation, configuration, integration and interconnection issues relating to the Hardware.
- b. The Contractor's hotline must be available, at a minimum, throughout the PPM.
- c. The Contractor must provide its hotline telephone number to the Contracting Authority immediately after the Contract is awarded.
- d. The Contractor must pick up all hotline calls within 5 rings 95 percent of the time. The Contractor must answer all calls, with a live service agent, within 2 minutes 95 percent of the time.

As part of the Hardware Maintenance Service, the Contractor must also provide Canada with technical support through a Web site support service, which must include, as a minimum, frequently asked questions and, if applicable, on-line software diagnostic routines, support tools, and services. The Contractor's Web site must provide support in English. The Contractor's Web site must be available to Canada's users twenty-four (24) hours a day, 365 days a year, and must be available 99 percent of the time. The Contractor must provide its Web site address to the Contracting Authority immediately after the Contract is awarded.

B6.9 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".

B6.10 Authorities

B6.10.1 Contracting Authority

The Contracting Authority is responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

Federal Identified User:

If a call-up is issued by a Federal Identified User, the representative of the Identified User is the Contracting for call-ups up to \$100,000 (applicable taxes included). The Standing Offer Authority is the Contracting Authority for any call-ups that exceed \$100,000.

Provincial/Territorial Identified User:

The Provincial/Territorial Identified User that issues the Call-up is the Contracting Authority for that Call-up and resulting Contract.

B6.10.2 Project Authority

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

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

B6.10.3 Contractor's Representative

The contact details of the person responsible for: *(Will be inserted at Award)*

General enquiries

Name: _____

Telephone No. _____

E-mail address: _____

Delivery Follow-up

Name: _____

Telephone No. _____

E-mail address: _____

ANNEX "A"

REQUIREMENT

Background

Water Survey of Canada (WSC), a division of Environment and Climate Change Canada (ECCC), is responsible for monitoring over 2000 river discharge and water level sites in Canada. WSC collects information on water parameters such as water velocity, water temperature, river cross sectional dimensions etc. performing quality assurance checks in real time and in post processing.

Water Survey field personnel use Acoustic Doppler Current Profilers (ADCPs) to carry out normal water data acquisition duties and specialized surveys of rivers. The locations of the data collection sites vary from remote locations where access is only available by chartered air transport with limited hauling capacity, to road-accessed sites. At many locations, safety, accessibility or channel conditions warrant deployment of the ADCP on a remotely (radio) controlled platform (RC boat).

ECCC deploys battery operated RC boats in rivers of varying width, depth and water velocities. In some circumstances, portability is a predominant consideration (i.e. helicopter travel to remote sites, steep riverbank access). For other circumstances, the boat must offer high maneuverability in high water velocities (i.e. flood measurements).

Glossary of Acronyms

ADCP – Acoustic Doppler Current Profiler

GNSS – Global Navigation Satellite System

IP – Ingress Protection

RC – Remote Controlled

High Speed Remote Control Boat Specifications

1.	Maximum speed: equal to or greater than 4.0m/s.
2.	Endurance at specified speed: Not less than 1 hour at speeds > 1.8 m/s.
3.	Maximum length of boat for transport is 200cm.
4.	Maximum width of boat for transport is 90cm.
5.	Maximum weight of the boat with payload (ADCP, batteries) is 50kg.
6.	Must have carrying handles or straps to enable 2 people to carry boat.
7.	Operation of boat must not interfere with data collection or operation as to cause loss of signal or corrupted data.
8.	RC boat must have method of indicating low onboard power levels.
9.	RC boat must have a mount for a GNSS antenna directly above ADCP.
10.	Radio controller usable while wearing gloves, transmission range up to and including 400 meters line of sight under favorable conditions.
11.	Water-proof compartment lids (if applicable)
12.	Exposed propellers must have a guard (or kort nozzle) to protect against grounding out and impact of debris.
13.	Boat must not induce air entrainment at top water velocities up to 3.0m/s leading to significant loss of water velocity data.
14.	Must have kill switch (emergency stop switch or button) to reduce risk of injury to boat handler by moving propeller.
15.	The RC boat, motors and onboard control system (including servos, receivers, steerage and mounting systems for all onboard components) must be able to withstand the effect of shock and vibration during transport and deployments in rugged conditions. Motors and onboard control system (including servos, receivers, steerage) must be able to withstand exposure to splashing water.
16.	At all measurement speeds under typical flat water conditions, the RC boat must be able to maintain average ADCP pitch and roll within +/- 5 degrees.
17.	The RC Boat hull dimensions, openings/mounts and cabling must be compatible with Teledyne RDI Acoustic Doppler Current Profilers

ANNEX "B"
BASIS OF PAYMENT

Instructions to Offerors:

The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the standing offer and the associated costs of these items is the sole responsibility of the Offeror.

The Offeror must complete the fill-ins and at tables 1 of Annex B as follows:

- a. All prices must be in Canadian currency;*
- b. All prices must include customs duties;*
- c. All prices must not include Applicable Taxes;*
- d. The Offeror must provide firm unit prices for each of the required and optional item in the category they are submitting an offer for;*
- e. The Offeror is requested to insert "\$0.00" for any cost of the cost elements for which it does not intend to charge - If any cost element is left blank, Canada will insert "\$0.00" for that element; and*

Note: These italicized Instructions to Offerors will not be included in any resulting offer.

High Speed RC Boat package:

Package Includes:

- High Speed RC boat with necessary cabling, power supplies and GNSS accessories to conduct discharge measurements with TRDI ADCPs
- Onboard battery supply with backup battery set. Battery chargers to charge both main and backup battery sets.
- Controller for boat operation and feedback as specified in technical criteria.
- Robust controller carrying case.
- Repair kit with replacement hardware fittings, tools and gaskets.

Regions of delivery include:

- North – Yukon and Northwest Territories
- West – British Columbia, Alberta and Saskatchewan
- Central – Manitoba, Ontario
- East – New Brunswick, Nova Scotia and Newfoundland

Table 1: **High Speed RC Boat package** :

Item	Simple Description	Unit of Issue	Firm Unit Price Year 1 (A)	Firm Unit Price Year 2 (B)	Firm Unit Price Year 3 (C)	Firm Unit Price Year 4 (D)	Firm Unit Price Year 5 (E)	Firm Unit Price Option Yr 1 (F)
1.1	High speed RC Boat including transmitter and backup battery pack delivered to Northern Region	Each	\$	\$	\$	\$	\$	\$
1.2	High speed RC Boat including transmitter and backup battery pack delivered to Western Region	Each	\$	\$	\$	\$	\$	\$
1.3	High speed RC Boat including transmitter and backup battery pack delivered to Central Region	Each	\$	\$	\$	\$	\$	\$
1.4	High speed RC Boat including transmitter and backup battery pack delivered to Eastern Region	Each	\$	\$	\$	\$	\$	\$

ANNEX "C" STANDING OFFER REPORTING

Instructions for submission of standing offer usage data. The Contractor must e-mail the information identified below in the form of an electronic spreadsheet in the format below, to the following address:

Jessica.Cormier2@tpsgc-pwgsc.gc.ca

The report must include as a minimum the following:

- The standing offer number for which the data is submitted;
- The identified user;
- The period for which the data has been accumulated (start date to end date);
- The start date and end date for the standing offer;
- Item description and quantity being ordered;
- Unit of issue;
- Value of individual call-ups; and
- The total spend per reporting period and to date, by government department.

Standing Offer (Insert Standing Offer #)		Start Date of SO (DD/MM/YYYY)	End Date of SO (DD/MM/YYYY)
Total Value to Date (\$)	Total Value for Reporting Period (\$)	Start Reporting Period (DD/MM/YYYY)	End Reporting Period (DD/MM/YYYY)

Item Description	Quantity	Unit of Measure (each, litre, etc..)	Value of Order (not including GST/HST or Delivery)

NOTE: A MICROSOFT EXCEL FORMAT FILE FOR THE PURPOSE OF REPORTING IS AVAILABLE ELECTRONICALLY UPON E-MAIL REQUEST TO THE STANDING OFFER AUTHORITY.

ANNEX "E"

CERTIFICATIONS AND ADDITIONAL INFORMATION

The Offeror must provide the required certification(s) and additional information to be awarded a standing offer.

The certification(s) provided by the Offeror to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offeror in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly, during the Standing Offer 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 constitute a default under the Standing Offer.

The Offeror must submit the following duly completed certifications as part of the Standing Offer.

1. Integrity Provisions

1.1 Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Offeror must provide the required documentation, as applicable.

1.2 Complete List of Names of Board of Directors

In accordance with the *Ineligibility and Suspension Policy* (see Section 17 at www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), and General Conditions (SACC 2015A, Section 29), the Offeror must provide a list of the names of its Board of Directors (see Form 1), which will be used to verify conformance to the Integrity Provisions.

2. Product Conformance

The Offeror certifies that all goods proposed conform, and will continue to conform, throughout the period of the Standing Offer, to the requirement detailed under Annex A.

Offeror's authorized representative signature

Date

Solicitation No. - N° de l'invitation
K3A20-220600/B
Client Ref. No. - N° de réf. du client
K3A20-220600

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

Buyer ID - Id de l'acheteur
010ERD
CCC No./N° CCC - FMS No./N° VME

Form 1

COMPLETE LIST OF DIRECTORS

Name	Position
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Solicitation No. - N° de l'invitation
K3A20-220600/B
Client Ref. No. - N° de réf. du client
K3A20-220600

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

Buyer ID - Id de l'acheteur
010ERD
CCC No./N° CCC - FMS No./N° VME

ANNEX "1" to PART 3 OF THE REQUEST FOR STANDING OFFER

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)

ANNEX "1" to PART 4 OF THE REQUEST FOR STANDING OFFER

MANDATORY TECHNICAL EVALUATION CRITERIA

The following requirements are the mandatory technical evaluation criteria that will be evaluated during the Technical Evaluation. In addition, the Offeror will be required to meet all of the mandatory technical requirements for the duration of the Contract.

Offerors are requested to cross-reference the mandatory technical criteria in a concise format by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical documentation.

High Speed RC Boat package

	Mandatory Criteria	Method of Compliance	Met/ Not Met
M1	Maximum speed: equal to or greater than 4.0m/s.	For mandatory items 1 – 5 Offeror must submit datasheets or published documentation demonstrating boat meets requirements.	
M2	Maximum length of boat for transport is 200cm.		
M3	Maximum width of boat for transport is 90cm.		
M4	Maximum weight of the boat with payload (ADCP, batteries) is 50kg.		
M5	Must have carrying handles or straps to enable 2 people to carry boat.		
M6	Boat must not induce air entrainment at water velocities up to 3.0m/s.	For mandatory item 6 Offeror must supply ADCP output file acquired while using RC boat showing water velocities $\geq 3.0\text{m/s}$ for at least 8 of any 10 consecutive ensembles without loss of data.	
M7	RC boat must have method of indicating low onboard power levels.	Submit reference to datasheets or other published material.	
M8	Exposed propellers must have a guard (or kort nozzle) to protect against grounding out and impact of debris		
M9	RC boat must have kill switch (emergency stop switch or button) to reduce risk of injury to boat handler by moving propeller.		
M10	Radio controller transmission range at least 400 meters line of sight under favorable conditions.		